

STATE OF ALABAMA     )  
                                  :  
COUNTY OF SHELBY    )

### **ACCESS EASEMENT AGREEMENT**

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 23<sup>rd</sup> day of March, 1999 by and among GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company ("GDC"), STILLMEADOW FARM, LTD., an Alabama limited partnership ("StillMeadow"), and WALTER D. DICKSON, an unmarried man ("Dickson").

Inst # 1999-12253  
03/23/1999-12253  
03:36 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
012 NMS 36.00

### **RECITALS:**

GDC is the owner of that certain real property (the "GDC Access Easement Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

StillMeadow is the owner of that certain real property (the "StillMeadow Property") situated in Shelby County, Alabama which is more particularly described in Exhibit B attached hereto and incorporated herein by reference.

Dickson is the owner of that certain real property (the "Dickson Property") situated in Shelby County, Alabama which is more particularly described in Exhibit C attached hereto and incorporated herein by reference.

Contemporaneously herewith, the Gilbert Family Partnership, Ltd., an Alabama limited partnership ("Gilbert"), has granted to StillMeadow and Dickson a 20-foot permanent, non-exclusive easement over, across, through and upon that certain real property owned by Gilbert (the "Additional Easement Property") which is more particularly described in Exhibit D attached hereto and incorporated herein by reference in order to provide ingress and egress between the GDC Access Easement Property owned by GDC and the StillMeadow Property and the Dickson Property.

GDC desires to grant to StillMeadow and Dickson a permanent, perpetual and non-exclusive easement over and across the GDC Access Easement Property for the purposes set forth below.

The parties desire to agree on other matters relating to ingress and egress to the respective properties as described in the Exhibits attached hereto.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Subject to the terms and provisions of Paragraph 2 below, GDC does hereby grant to StillMeadow and Dickson and their respective heirs, executors,

administrators, personal representatives, successors and assigns, forever, a permanent, perpetual and non-exclusive easement over, across, through and upon the GDC Access Easement Property for the purposes of providing vehicular and pedestrian access to and from the Additional Easement Property. Subject to the provisions of Paragraph 2 below, no barricades or other barriers (including, without limitation, fences, gates or other devices which limit or impede access) will be constructed or maintained over, across or upon the GDC Access Easement Property and the Road, as hereinafter defined, to be constructed by GDC pursuant to Paragraph 2 below shall at all times be kept open and in good, smooth asphalt paved condition by GDC so as to allow and provide good access for both vehicles and pedestrians.

2. **Construction of Road and Limited Access Devices.**

(a) GDC shall, at its sole cost and expense, construct, install, repair, operate, maintain, replace and otherwise improve the GDC Access Easement Property by installing, constructing, erecting, replacing, relocating, maintaining and operating thereon a paved roadway (the "Road"), which may be either a public or private roadway.

(b) Notwithstanding anything provided herein to the contrary, GDC shall have the right, in its sole and absolute discretion (but without any obligation to do so), to erect and maintain on any portion of the GDC Access Easement Property controlled or limited access devices, including, without limitation, gates, guardhouses or other devices (collectively, "Limited Access Devices") which limit, restrict or prohibit access to any portion of the GDC Access Easement Property; provided, however, that in the event GDC elects to erect, construct, install and maintain any Limited Access Devices on any portion of the GDC Access Easement Property, then GDC covenants and agrees to provide to the then record owners of the StillMeadow Property and the Dickson Property any access codes, cards, stickers, permits or passes necessary in order that the then owners of the StillMeadow Property and the Dickson Property may freely use the GDC Access Easement Property for access purposes to and from the Additional Easement Property.

(c) The easements granted pursuant to Paragraph 1 above (i) shall be exercised by the then owners of the StillMeadow Property and the Dickson Property in common with GDC and its successors and assigns and (ii) are covenants running with the land which shall be binding upon and inure to the benefit of the owners of the GDC Access Easement Property, the StillMeadow Property and the Dickson Property and their respective heirs, executors, administrators, personal representatives, successors and assigns.

3. **Construction of Drive Along Additional Easement Property.**

(a) Prior to the completion of construction of the Road on the GDC Access Easement Property, GDC shall, at its sole cost and expense, construct and install a 12-foot wide driveway (the "Driveway"), with base and asphalt paving of the same or better quality as the existing driveway providing access to and from the StillMeadow Property and the Dickson Property across certain real property owned by Gilbert (i) over, across, through and upon the Additional Easement Property from the GDC Access Easement Property to the common property line of the Additional Easement Property and the StillMeadow Property and (ii) from the common property line of the Additional Easement Property and the StillMeadow Property over, across, through and upon



the StillMeadow Property and the Dickson Property in a location reasonably selected by StillMeadow and Dickson to the existing dwelling situated on the Dickson Property.

(b) In connection with the construction of the Driveway, GDC will, at its sole cost and expense, construct and install on the StillMeadow Property (in a location selected by StillMeadow) an electronic gate (the "Dickson Gate"), which will be substantially similar to the electronic gate currently utilized for the development known as "The Crest at Greystone" which is part of the "Greystone" development situated in the City of Hoover, Shelby County, Alabama.

#### 4. **Maintenance Obligations.**

(a) From and after completion of construction of the Road and any Limited Access Devices thereon, GDC (and any homeowners' association established by GDC for any of the real property situated adjacent to, in close proximity with, or which utilizes the GDC Access Easement Property or Road for access purposes) shall be solely responsible for maintaining in good condition the GDC Access Easement Property and the Road and any Limited Access Devices constructed thereon. The Road shall be maintained in good, smooth asphalt paved condition at all times following completion of the same.

(b) At such time as construction of the Driveway and the Dickson Gate have been completed as reasonably determined by Dickson and StillMeadow, GDC shall not have any further responsibility or obligation to maintain, repair or replace the Driveway or the Dickson Gate or pay any costs or expenses relating to the Driveway or Dickson Gate, including any utility costs relating to the operation of the Dickson Gate.

#### 5. **Miscellaneous.**

(a) This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreements and undertakings of the parties relating to any of the subject matter of this Agreement. This Agreement may be modified, amended or supplemented only by an instrument in writing executed by the then record owners of the GDC Access Easement Property, the StillMeadow Property and the Dickson Property.

(b) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms and provisions hereof.

(c) This Agreement and the covenants and obligations contained herein shall run with the land, shall be binding upon and inure to the benefit of all present and future owners of the GDC Access Easement Property, the StillMeadow Property and the Dickson Property and their respective heirs, executors, personal representatives, administrators, successors and assigns. This Agreement shall also be binding upon and inure to the benefit of all of the successors and assigns of GDC.

(d) Whenever the context requires or permits, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(e) If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

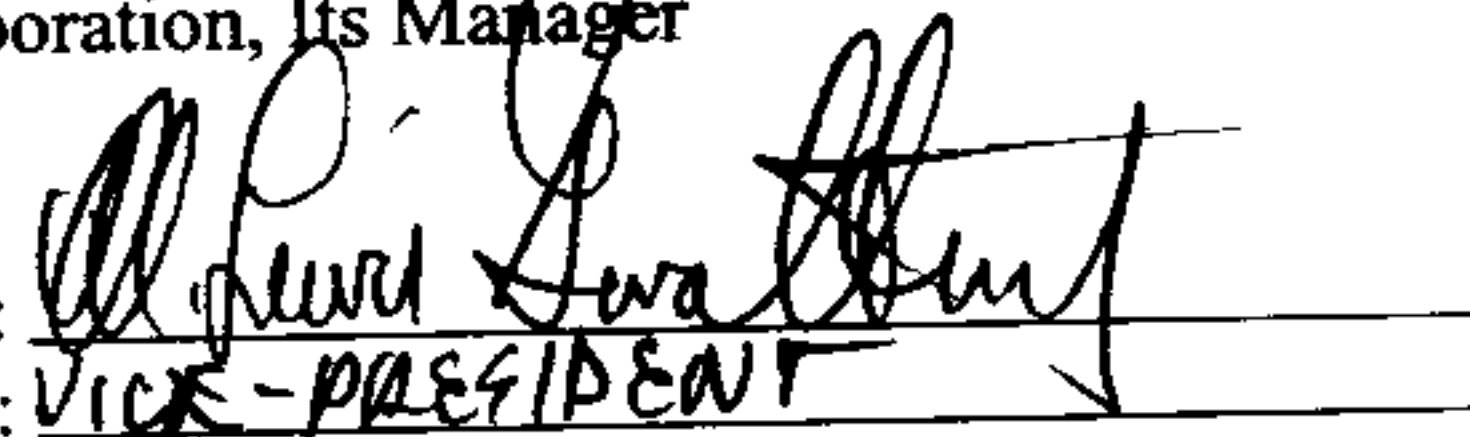
(g) The Recitals are incorporated into and made a substantive part of this Agreement and constitute covenants of the respective parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**GREYSTONE DEVELOPMENT COMPANY,  
LLC, an Alabama limited liability company**

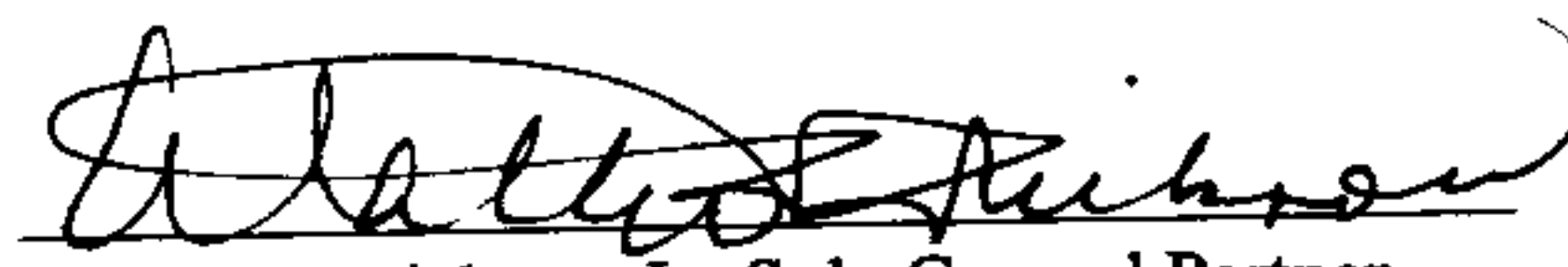
By: DANIEL REALTY CORPORATION, an Alabama  
corporation, Its Manager

By:  
Its:

  
VICK - PRESIDENT

**STILLMEADOW FARM, LTD., an Alabama  
limited partnership**

By:

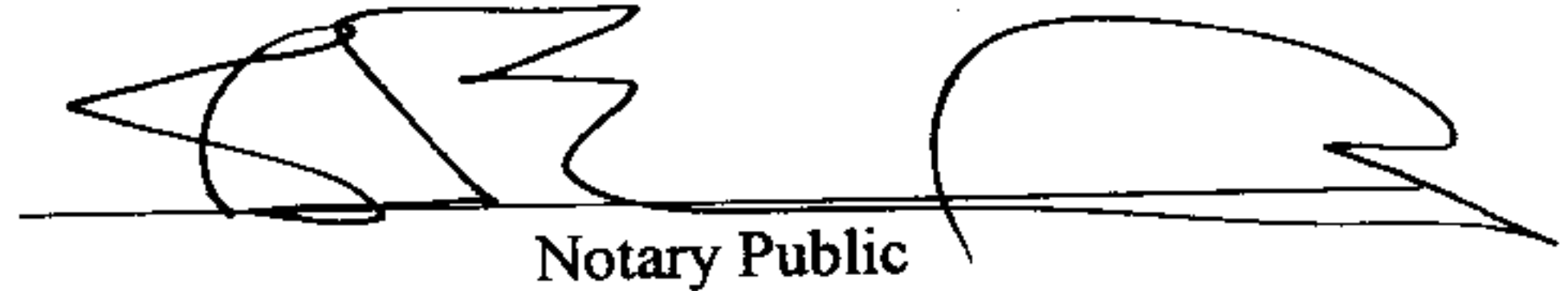
  
Walter D. Dickson, Its Sole General Partner

  
Walter D. Dickson

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a notary public in and for said county, in said state, hereby certify that M. Lewis Gwaltney, whose name as Vice President of Daniel Realty Corporation, an Alabama corporation, as Manager of Greystone Development Company, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who are 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 in its capacity as Manager of Greystone Development Company, LLC.

Given under my hand and official seal this 23rd day of March, 1999.

  
Notary Public

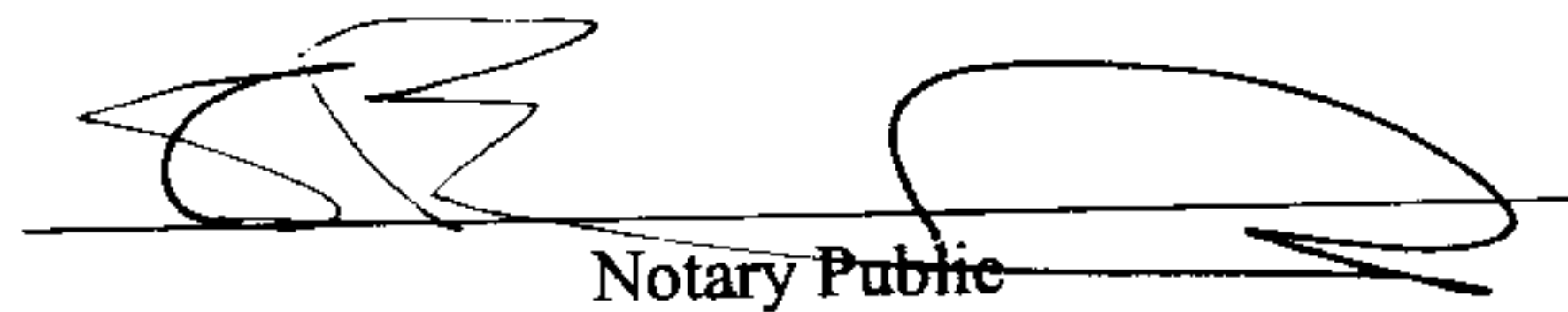
[NOTARIAL SEAL]

My commission expires: 9/8/2001

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a notary public in and for said county, in said state, hereby certify that Walter D. Dickson, whose name as General Partner of StillMeadow Farm, Ltd., an Alabama limited partnership, 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 General Partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this 23rd day of March, 1999.

  
Notary Public


[NOTARIAL SEAL]

My commission expires: 9/8/2001

STATE OF ALABAMA )  
:  
COUNTY OF JEFFERSON )

I, the undersigned, a notary public in and for said county, in said state, hereby certify that Walter D. Dickson, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23<sup>d</sup> day of March, 1999.

  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: 9/8/2001

This instrument prepared by and  
upon recording should be returned to:

Stephen R. Monk, Esq.  
Bradley Arant Rose & White LLP  
2001 Park Place, Suite 1400  
Birmingham, Alabama 35203  
(205) 521-8429



## **EXHIBIT A**

### **Legal Description of GDC Access Easement Property**

A parcel of land for a roadway situated in the Southeast quarter of the Southeast quarter of Section 21, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1" crimped iron locally accepted to be the Northeast corner of said quarter-quarter Section; thence run South along the East line of said quarter-quarter Section for a distance of 343.72 feet to the point of beginning; thence continue along last stated course for a distance of 63.92 feet to a point; thence turn an angle to the right of 69 degrees, 49 minutes, 25 seconds and run in a Southwesterly direction for a distance of 352.73 feet to a point on a curve to the right, having a central angle of 61 degrees, 42 minutes, 56 seconds and a radius of 408.30 feet; thence run in a Southwesterly to Northwesterly direction along the arc of said curve for a distance of 439.79 feet to a point; thence turn an angle to the left from the tangent of last stated curve of 90 degrees, 00 minutes, 00 seconds and run in a Southwesterly direction for a distance of 20.00 feet to a point on a curve to the right, having a central angle of 37 degrees, 45 minutes, 17 seconds and a radius of 428.30 feet; thence turn an angle to the right to the tangent of said curve of 90 degrees, 00 minutes, 00 seconds and run in a Northwesterly direction along the arc of said curve for a distance of 282.22 feet to a point on a reverse curve to the left, having a central angle of 35 degrees, 47 minutes, 49 seconds and a radius of 395.42 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 247.05 feet to a point on the North line of said quarter-quarter Section; thence turn an angle to the right from the chord of last stated curve of 117 degrees, 54 minutes, 35 seconds and run in a Easterly direction along the North line of said quarter-quarter Section for a distance of 130.64 feet to a point on a curve to the right, having a central angle of 24 degrees, 53 minutes, 54 seconds and a radius of 495.42 feet; thence turn an angle to the right to the chord of said curve of 67 degrees, 32 minutes, 22 seconds and run in a Southeasterly direction along the arc of said curve for a distance of 215.29 feet to a point on a reverse curve to the left, having a central angle of 37 degrees, 45 minutes, 17 seconds and a radius of 328.30 feet; thence run in a Southeasterly direction along the arc of said curve for a distance of 216.33 feet to a point; thence turn an angle from the tangent of last stated curve to the right of 90 degrees, 00 minutes, 00 seconds and run in a Southwesterly direction for a distance of 20.00 feet to a point on a curve to the left, having a central angle of 61 degrees, 42 minutes, 56 seconds and a radius of 348.30 feet; thence turn an angle to the left to the tangent of said curve of 90 degrees, 00 minutes, 00 seconds and run in a Southeasterly to Northeasterly direction along the arc of said curve for a distance of 375.17 feet to a point; thence run tangent to last stated curve in a Northeasterly direction for a distance of 374.77 feet to the point of beginning. Said parcel containing 2.16 acres, more or less.

## **EXHIBIT B**

### **Legal Description of Stillmeadow Retained Acreage**

A parcel of land situated in the Southwest quarter of Section 22, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 3" capped iron locally accepted to be the Southwest corner of said Section 22; thence run North along the west line of said Section 22 for a distance of 923.14 feet to an iron pin set; thence turn an angle to the right of 98 degrees, 48 minutes, 20 seconds and run in a Southeasterly direction for a distance of 72.98 feet to an iron pin set; thence turn an angle to the right of 03 degrees, 32 minutes, 10 seconds and run in a southeasterly direction for a distance of 208.51 feet to an iron pin set; thence turn an angle to the left of 21 degrees, 31 minutes, 33 seconds and run in a Northeasterly direction for a distance of 406.40 feet to an iron pin set; thence turn an angle to the left of 01 degree, 05 minutes, 51 seconds and run in a Northeasterly direction for a distance of 233.13 feet to an iron pin set; thence turn an angle to the right of 56 degrees, 46 minutes, 49 seconds and run in a Southeasterly direction for a distance of 415.93 feet to an iron pin set; thence turn an angle to the right of 17 degrees, 06 minutes, 05 seconds and run in a Southeasterly direction for a distance of 273.30 feet to an iron pin set; thence turn an angle to the right of 39 degrees, 44 minutes, 34 seconds and run in a Southwesterly direction for a distance of 218.12 feet to an iron pin set; thence turn an angle to the left of 15 degrees, 38 minutes, 57 seconds and run in a Southerly direction for a distance of 192.69 feet to an iron pin set on the South line of said Section 22 and also on the North line of Lot 40 in Greystone 7th Sector Phase II, as recorded in Map Book 19, on Page 121 in the Office of Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 91 degrees, 17 minutes, 16 seconds and run in a Westerly direction along the South line of said Section 22 and also along the North line of Lots 40, 39, 20, 19 and 18 in said Greystone 7th Sector Phase II and an extension thereof, for a distance of 1,271.84 feet to the point of beginning.

Less and except the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 22, Township 18 South, Range 1 West, Shelby County, Alabama.



## **EXHIBIT C**

### **Legal Description of Dickson Property**

The Southwest quarter of the Southwest quarter of the Southwest quarter of Section 22, Township 18 South, Range 1 West, Shelby County, Alabama.

## EXHIBIT D

### Legal Description of Gilbert Partnership Additional Easement Property

An easement for ingress and egress situated in the Southeast quarter of the Southeast quarter of Section 21, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1" crimped iron locally accepted to be the Northeast corner of said quarter-quarter section; thence run South along the East line of said quarter-quarter section for a distance of 407.64 feet to the point of beginning; thence continue along last stated course for a distance of 5.33 feet to an iron pin set at the Northwest corner of Dickson's 25 acres; thence continue along last stated course for a distance of 32.00 feet to a point; thence turn an angle to the right of 135 degrees, 00 minutes, 00 seconds and run in a Northwesterly direction for a distance of 28.28 feet to a point; thence turn an angle to the right of 45 degrees, 00 minutes, 00 seconds and run in a Northerly direction for a distance of 9.98 feet to a point; thence turn an angle to the right of 69 degrees, 49 minutes, 25 seconds and run in a Northeasterly direction for a distance of 21.31 feet to the point of beginning and the end of said easement.

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