

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 1st day of November, 2005 by and between **STONEGATE FARMS, LLC**, an Alabama limited liability company ("Stonegate Farms"), **BIG PINE FISHING CLUB, INC.**, an Alabama nonprofit corporation (the "Fish Club"), and **STONEGATE FARMS PROPERTY OWNERS' ASSOCIATION**, an Alabama nonprofit corporation (the "Association").

R E C I T A L S:

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

The Fish Club is the owner of certain real property situated directly adjacent to and contiguous with the Property (the "Fish Club Property") which is more particularly described in Exhibit B attached hereto and incorporated herein by reference.

The Association owns and controls that certain private road commonly known as Stonegate Drive ("Private Road") located within the Stonegate Farms residential subdivision (the "Subdivision") as more particularly shown on certain plats of record in the Office of the Judge of Probate of Shelby County, Alabama under Instruments numbered 2001-43470 and 20030318000161600, respectively, and as described in that certain Stonegate Farms Amended and Restated Covenants, Conditions and Restrictions as recorded at Instrument 2001-12016 in the Office of the Judge of Probate of Shelby County, Alabama (the "Declaration").

Stonegate Farms and the Association desire to grant to the Fish Club a permanent, perpetual and non-exclusive easement on, over and across certain portions of the Property and the Private Road in order to provide ingress to and egress from the Fish Club Property for the purposes described herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Access Easements.**

(a) Subject to the terms and conditions set forth hereinbelow, Stonegate Farms does hereby grant to the Fish Club, for the benefit of the Fish Club Property, a permanent,

perpetual and non-exclusive easement on, over and across that portion of the Property upon which currently exists a driveway that provides access from Stonegate Drive to the Fish Club Property (the "Driveway Easement"), being more particularly described by metes and bounds as attached hereto as Exhibit C (the approximate location of which is shown on the drawing made Exhibit C-1 hereto).

(b) Subject to the terms and conditions set forth hereinbelow, the Association does hereby grant, bargain, sell, convey and assign unto the Fish Club, for the benefit of the Fish Club Property, a permanent, perpetual and non-exclusive easement on, over and across the Private Road.

2. **Limitation on Use of Easements.**

(a) The easements established and granted pursuant to this Agreement shall be and are non-exclusive, shall be and are appurtenant to and shall serve the Fish Club Property, shall be and are covenants running with the land and shall be and are binding upon and inure to the benefit of Stonegate Farms, the Fish Club, the Association and to the respective successors and assigns of each such party.

(b) The easements established and granted herein shall be used solely for the purposes of providing access to the Fish Club Property over the Driveway Easement and the Private Road by the Fish Club Permitted Users, as defined below. The Fish Club does hereby acknowledge and agree that the easements granted hereby are not intended and shall not be used by the membership-at-large of the Fish Club for gaining access and entry to the Fish Club Property.

(c) Further, the easement over the Private Road established and granted herein is and shall be subject to all reasonable rules, regulations and restrictions as placed on the use of such Private Road by the Association from time-to-time on all other permitted users thereof.

(d) As used herein, the term "Fish Club Permitted Users" shall mean and refer to the agents, employees and independent contractors of the Fish Club who access the Fish Club Property for the purpose of performing maintenance duties with regards to the lakes located on the Fish Club Property; provided, however, that with regards to the easement granted in Section 1(b) hereinabove, members of the Fish Club who are also residents of the Subdivision shall also constitute "Fish Club Permitted Users."

3. **Rights Reserved.**

(a) Stonegate Farms, for itself and its successors and assigns, hereby reserves the right to move the Driveway Easement to any location within the boundaries of the Property; provided however, that (i) the new location shall provide access across the Property to the road commonly known as Bumpy Hill Road as more particularly described on Exhibit D attached hereto and (ii) Stonegate Farms, its successors or assigns, shall re-construct or replace in the newly located Driveway Easement any pavement, gravel or other such laid materials comparable to that which exists on the Driveway Easement immediately prior to its relocation.


(b) For so long as the Private Drive is maintained for use as a roadway within the Subdivision, the Fish Club accepts such easement in the condition as it may be found. As to the Fish Club, the Association shall not be obligated to maintain the easement in any specified manner. Nothing herein shall be interpreted to constitute the Fish Club as a third party beneficiary of the Declaration.

4. **Indemnity.**

(a) Each of Stonegate Farms, its successors and assigns with respect to the Property, and the Fish Club, its successors and assigns (each, respectively, herein "Indemnitor") agrees to indemnify, defend and hold the other party (herein "Indemnatee") harmless from and against any and all claims, demands, actions, losses, liabilities, damages and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses and other legal costs suffered, paid or incurred by the Indemnatee arising from the use of the Driveway Easement by such Indemnitor or its respective successors, assigns, members, directors, officers, agents, representatives, employees, independent contractors, invitees or licensees; provided, however, that the foregoing indemnification obligation shall not extend or be applicable to any claims, demands, judgments, liabilities or losses arising out of the grossly negligent or intentional wrongful acts of such Indemnatee.

(b) The Fish Club hereby agrees to indemnify, defend and hold the Association, its officers, directors and members, and the Declarant (as such term is defined in the Declaration) harmless from and against any and all claims, demands, actions, losses, liabilities, damages and expenses, including reasonably attorneys' fees and expenses, consultants' fees and expenses and other legal costs suffered, paid or incurred by the Association arising out of or by virtue of any injury or damage to person (including death) or property caused by the use of the Private Road and the easement granted in Section 1(b) above by the Fish Club Permitted Users.

The Fish Club hereby further acknowledges and agrees that the easement granted on, over and across the Private Road is made and accepted upon the covenant and condition that no claim or right of action shall ever accrue to or be asserted by the Fish Club, any Fish Club Permitted User or by the successors, assigns, members, directors, officers, agents, representatives, employees, independent contractors, invitees or licensees of either, for any past, present or future loss, damage or injury to person (including death) or property which is caused by or arises or results from or is connected with or is related to, directly or indirectly from the use of the Private Road by any Fish Club Permitted User. The Fish Club, for itself and for each Fish Club Permitted User, does hereby agree that the use of the easement on, over and across the Private Road shall be at the sole risk of the Fish Club and each Fish Club Permitted User, and each such Fish Club Permitted User agrees that it accepts the use of the Private Drive in whatsoever condition the same may exist from time-to-time. No obligation is placed on the Association hereby to design or maintain the easement on, over and across the Private Drive or any improvements located therein in any certain condition or to repair or maintain the same.


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5. **Maintenance Obligations.**

(a) Except as described in (b) below, the Fish Club covenants and agrees to maintain the Driveway Easement in good condition and repair at all times, including, without limitation, maintaining, repairing and replacing all pavement and improvements now located thereon or as may hereafter be placed thereon by the Fish Club.

(b) In the event that Stonegate Farms or any successor owner of the Property ties into the paved driveway located in the Driveway Easement for the purpose of providing ingress and egress to the home now or hereafter located on the Property, then Stonegate Farms, its successors or assigns, and the Fish Club shall thereafter share equally in the cost of maintaining, repairing and replacing the pavement and improvements located in the Driveway Easement.

(c) The Fish Club agrees to pay on demand to the Association any cost or expense incurred by the Association resulting from damage to the improvements located within the Private Road, including without limitation, pavement, caused by the use of the Private Road by the Fish Club Permitted Users.

6. **Limited Access Restrictions / Dedication.**

(a) Stonegate Farms, the Association and the Fish Club, for themselves and their respective successors and assigns, covenant and agree that no barricade or other divider (including, without limitation, fences, gates or other devices which limit, restrict or impede access) will be constructed or maintained within any portion of the Driveway Easement; provided, however, that any such party and their respective successors and assigns may install one or more gates to limit access to such easement upon condition that proper instruments or hardware be provided to the other party so that in no manner would the intent of the easement granted by Section 1(a) this Agreement be frustrated.

(b) In the event that the Association desires to dedicate the Private Road as a public right of way, the Fish Club, or its successors or assigns, will cooperate in any manner reasonably requested by the Association or required by the appropriate governmental authority to accomplish such dedication and shall execute any document reasonably required to accomplish the same.

7. **Miscellaneous.**

(a) This Agreement constitutes the entire agreement between the parties hereto and may be amended and modified only upon the written consent of the parties hereto or their respective successors or assigns.

(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) 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.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(e) If any provision of this Agreement or the application thereof to any person or circumstances 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 shall be valid and enforceable to the fullest extent permitted by law.

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

[see signature pages attached hereto]


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[signature page to Access Easement Agreement]

STONEGATE FARMS:

Stonegate Farms, LLC,
an Alabama limited liability company

By: Stonegate Projects (Alabama), LLC,
an Alabama limited liability company,
Its Manager

By: Stonegate Realty Company, LLC,
an Oklahoma limited liability company,
Its Manager

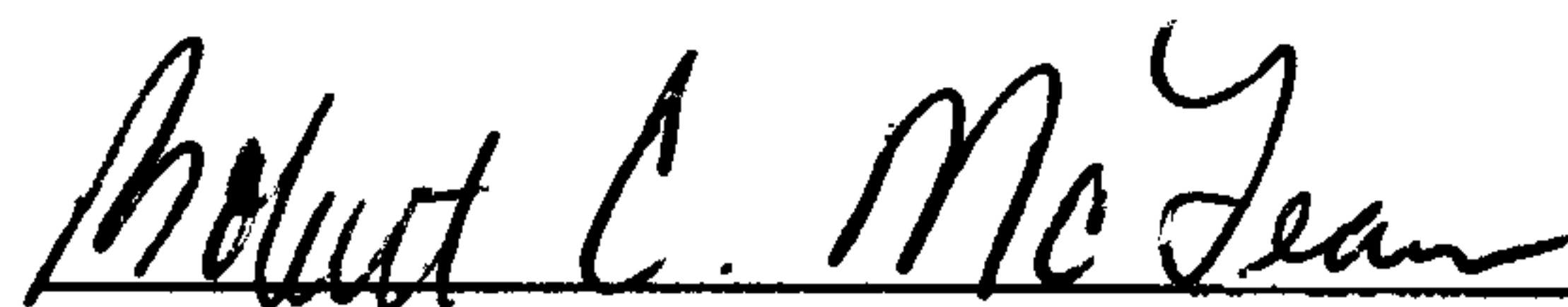
By: 
Mark D. Elgin
Its Manager

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Mark D. Elgin, whose name as Manager of Stonegate Realty Company, an Oklahoma limited liability company, which is the Manager of Stonegate Projects (Alabama), LLC, an Alabama limited liability company, which is the Manager of Stonegate Farms, LLC, an Alabama 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 Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 2ND day of NOVEMBER, 2005.


Notary Public

[NOTARIAL SEAL]

My commission expires: 8/12/09

[signature page to Access Easement Agreement]

FISH CLUB:

Big Pine Fishing Club, Inc.,
an Alabama nonprofit corporation

By: J. T. Wall, Jr.
Its: PRESIDENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said county in said state, hereby certify that J. T. WALL, JR., whose name as authorized member of Big Pine Fishing Club, Inc., 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 4th day of November, 2005.

Amanda E. McLean
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

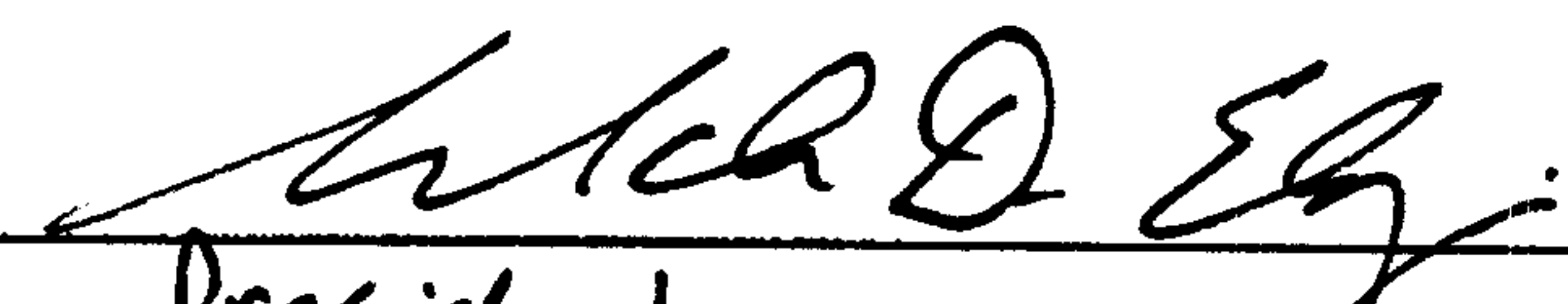
MY COMMISSION EXPIRES
NOVEMBER 5, 2007


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[signature page to Access Easement Agreement]

ASSOCIATION:


**Stonegate Farms Property Owners'
Association, Inc.,
an Alabama nonprofit corporation**

By: 
Its: President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said county in said state, hereby certify that MARK D. ELGIN, whose name as PRESIDENT of Stonegate Farms Property Owners' Association, Inc., 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 2ND day of NOVEMBER, 2005.


Notary Public

[NOTARIAL SEAL]

My commission expires: 8/12/09

This instrument prepared by and upon
recording should be returned to:
Matthew S. Atkins
Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203



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EXHIBIT A

Legal Description of Property

Lot 44A, according to the Final Plat of Stonegate Realty – Subdivision of Lots 41, 42, 43 and 44, as recorded in Map Book 32, page 108, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama; the same being modified by that certain Boundary Line Agreement by and between Stonegate Farms, LLC, Stonegate Farms Property Owners' Association, Inc. and Big Pine Fishing Club, Inc. dated as of November 4, 2005 and recorded in the Office of the Judge of Probate of Shelby County at Instrument No. *.

* Inst # 20051110000589310



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EXHIBIT B

Legal Description of Fish Club Property

That certain real property conveyed by S.W. Smyer, Jr. and wife Ingrid L. Smyer to Big Pine Fish Club by instrument dated May 29, 1963 and recorded in the Office of the Judge of Probate of Shelby County, Alabama at Book 225, pages 560-563; the same being modified by that certain Boundary Line Agreement by and between Stonegate Farms, LLC, Stonegate Farms Property Owners' Association, Inc. and Big Pine Fishing Club, Inc. dated as of November 4, 2005 and recorded in the Office of the Judge of Probate of Shelby County at Instrument No. 20051110000589310




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EXHIBIT C

Location of Driveway Easement

A part of lot 44A according to the survey of Stonegate Realty – Resubdivision of Lots 41, 42, 43 and 44, as recorded in Map Book 32 Page 108 in the Office of the Judge of Probate of Shelby County, Alabama, being situated in the SE1/4 of Section 24, Township 18 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Ten feet (10') on each side of, parallel to, and abutting the following described centerline: Commence at the southernmost corner of Lot 43 B, said point also being the easternmost lot corner of Lot 44A of Stonegate Realty – Resubdivision of Lots 41, 42, 43 and 44, as recorded in Map Book 32 Page 108 in the Office of the Judge of Probate of Shelby County, Alabama, said point being on the northwestern right-of-way of Stonegate Drive, and run S 33°59'12" W along the southeastern most lot line of lot 44A for a distance of 14.28 feet to the POINT OF BEGINNING; thence run N 86°14'02" W for a distance of 25.56 feet; thence run S 66°55'01" W for a distance of 27.07 feet to the POINT OF ENDING.


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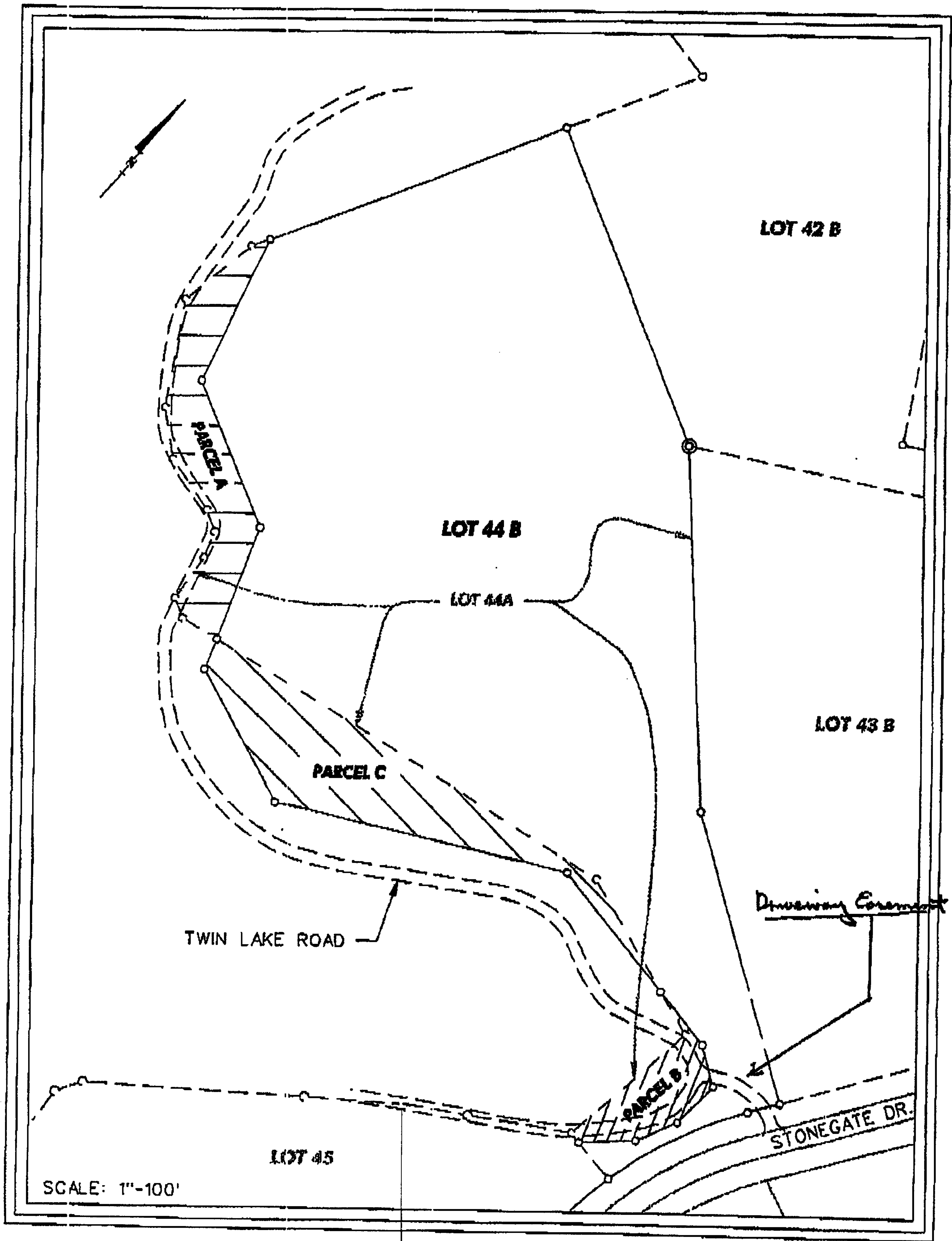


EXHIBIT C-1

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EXHIBIT D

Bumpy Hill Road Legal Description

A parcel of land situated in the SE1/4 of Section 24 and the NE 1/4 of Section 25, Township 18 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Ten feet (10') on each side of, parallel to, and abutting the following described centerline: Commence at the southernmost corner of Lot 46 of Stonegate Realty – Phase Two, as recorded in Map Book 31 Page 28-A in the Office of the Judge of Probate of Shelby County, Alabama and run N51°47'45"W along the common lot line between Lots 46 and Common Area of Stonegate Realty – Lake Lots Resurvey, as recorded in Map Book 29 Page 139 in the Office of the Judge of Probate of Shelby County, Alabama for a distance of 59.45 feet to the POINT OF BEGINNING; thence run N65°36'03"E for a distance of 50.13 feet; thence run N03°21'15"E for a distance of 24.85 feet; thence run N28°02'28"W for a distance of 93.12 feet; thence run N32°00'59"W for a distance of 106.92 feet; thence run N19°33'17"E for a distance of 64.50 feet; thence run N38°13'26"E for a distance of 45.25 feet; thence run N51°43'21"E for a distance of 112.24 feet; thence run N33°25'12"E for a distance of 15.47 feet; thence run N83°18'11"E for a distance of 24.41 feet; thence run N73°58'24"E for a distance of 73.31 feet; thence run N25°47'50"E for a distance of 39.78 feet; thence run N07°06'53"E for a distance of 51.08 feet; thence run N25°26'30"E for a distance of 53.88 feet; thence run N50°01'31"E for a distance of 29.23 feet; thence run N59°09'39"E for a distance of 136.48 feet; thence run N59°09'32"E for a distance of 17.56 feet; thence run N44°47'06"E for a distance of 39.57 feet; thence run N39°11'34"E for a distance of 83.71 feet; thence run N28°41'14"E for a distance of 36.81 feet; thence run N06°52'40"E for a distance of 42.50 feet; thence run N09°06'16"W for a distance of 55.68 feet; thence run N03°58'27"W for a distance of 54.31 feet; thence run N30°10'41"E for a distance of 24.63 feet; thence run N53°05'43"E for a distance of 183.15 feet; thence run N53°30'05"E for a distance of 83.51 feet; thence run N58°42'39"E for a distance of 54.67 feet; thence run N58°52'43"E for a distance of 88.47 feet; thence run N08°36'28"E for a distance of 3.05 feet; thence run N47°33'55"E for a distance of 48.91 feet; thence run N24°58'13"E for a distance of 33.79 feet; thence run N04°04'23"E for a distance 46.27 feet to the POINT OF ENDING.



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