

This instrument prepared by:
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One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203

STATE OF ALABAMA)
SHELBY COUNTY)

AMENDMENT TO BUFFER EASEMENT AGREEMENTS

THIS AMENDMENT TO BUFFER EASEMENT AGREEMENTS (this "Amendment") is entered into as of the 4th day of November, 2005 by and between **Stonegate Farms, LLC**, an Alabama limited liability company ("Stonegate"), **Big Pine Fishing Club, Inc.**, an Alabama nonprofit corporation ("Fish Club"), and **Shelby Lake Corporation**, an Alabama corporation ("Lake Corp.").

WITNESSETH:

WHEREAS, the Lake Corp. entered into a certain Instrument with Harald L. Smyer and Ingrid Smyer (a/k/a Ingrid F. Smyer and a/k/a Ingrid Frances Smyer-Dubrow) (collectively, the "Smyers") dated March 19, 1993 and recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument Number 1993-08110, whereby, among other things, a natural buffer was established on property of the Smyers that abutted Smyer Lake (a/k/a Great Pine Lake and a/k/a Mountain View Lake) and Smyer Lake Road (a/k/a Big Pine Lake Private Road) as more fully described in such instrument (the "Lake Corp. Buffer Easement Agreement").

WHEREAS, the Fish Club and the Smyers entered into an Agreement dated March 19, 1993 and recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument Number 1993-08112, whereby, among other things, a similar natural buffer was established on property of the Smyers that abutted property of the Fish Club as more fully described in such agreement (the "Fish Club Buffer Easement Agreement")(collectively with the Lake Corp. Buffer Easement Agreement, the "Buffer Easement Agreements").

WHEREAS, Stonegate is the successor in interest to all or a portion of the property that was owned by the Smyers and constitutes the servient estate under the Buffer Easement Agreements.

WHEREAS, the parties hereto do hereby desire to amend the terms of the Agreements to clarify the language contained therein.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Fish Club, Lake Corp. and Stonegate hereby agree to amend the Buffer Easement Agreements as follows:

1. Section 2(a) of the Fish Club Buffer Easement Agreement and Section 1(a) of the Lake Corp. Buffer Easement Agreement are hereby deleted in their entirety. The following is inserted in lieu thereof into both Buffer Easement Agreements:

“(a) The Easement herein granted is for the purpose of providing a natural, vegetated buffer on which all construction and development shall be prohibited, except as provided in this section or otherwise within this instrument. The parties hereto do hereby agree that the foregoing prohibition is intended to require that the Easement area remain in substantially its present, vegetated state, but the prohibition is not intended to apply to the following which shall be expressly permitted within the Easement:

(i) the removal of trees or other vegetation that is dead or diseased;

(ii) the removal of any shrubs, vegetation or trees (e.g. mimosa), provided that any such trees have a trunk diameter of not greater than four (4) inches; and

(iii) the planting of any vegetation which has for its purpose the furtherance of the natural buffer for which the Easement is established or mitigates the erosion of soil on the property within the Easement.”

2. The parties hereto do hereby agree that the amendment described herein shall only apply to such portion of the properties made the subject of the Buffer Easement Agreements as is currently held in fee by such parties.

3. Except as amended hereby, the Buffer Easement Agreements remain in full force and effect in accordance with the terms of each such agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers, members, managers, agents or representatives to execute this Amendment as of the date set forth above.

[see signature pages attached hereto]


[signature page to Amendment to Buffer Easement Agreements]

STONEGATE:

**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 Amendment to Buffer Easement Agreements]

FISH CLUB:

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

By: J T Wall
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 President 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 14th day of November 2005.

Amanda E. Miller
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

MY COMMISSION EXPIRES
NOVEMBER 5, 2007

20051110000589330 4/5 \$23.00
Shelby Cnty Judge of Probate, AL
11/10/2005 08:16:48AM FILED/CERT

[signature page to Amendment to Buffer Easement Agreements]

LAKE CORP.:

Shelby Lake Corporation,
an Alabama corporation

By: [Signature]
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.K. Lanning, whose name as President of Shelby Lake Corporation, an Alabama 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 3rd day of November, 2005.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: 6/28/09


20051110000589330 5/5 \$23.00
Shelby Cnty Judge of Probate, AL
11/10/2005 08:16:48AM FILED/CERT