


Shelby County, AL 10/15/2015  
State of Alabama  
Deed Tax: \$.50

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

Jerome K. Lanning  
Butler Snow LLP  
One Federal Place, Suite 1000  
1819 Fifth Avenue North  
Birmingham, AL 35203  
205-297-2242

STATE OF ALABAMA )

COUNTY OF SHELBY )

  
20151015000360710 1/9 \$38.50  
Shelby Cnty Judge of Probate, AL  
10/15/2015 10:14:53 AM FILED/CERT

### ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 15TH day of OCTOBER, 2015 by and between **STONEGATE FARMS PROPERTY OWNERS' ASSOCIATION**, an Alabama nonprofit corporation (the "Association"), and the **FRESHWATER LAND TRUST**, an Alabama nonprofit corporation (the "Land Trust").

### RECITALS:

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"); and

The Land Trust is the owner of certain real property situated directly adjacent to and contiguous with the Subdivision (the "Land Trust Property") which is more particularly described in Exhibit A attached hereto and incorporated herein by reference; and

The Land Trust Property is subject to protective covenants prohibiting its development and insuring that it be maintained in perpetuity in its present forested condition as provided for in that certain Declaration of Covenants executed by the Land Trust and recorded as Instrument No. 2015015000360710 in said probate office (the "Covenants"); and

The Land Trust desires to obtain access to the Land Trust Property to and from Shelby County Highway 41 ("Hwy 41") for its management and use of the Land Trust Property for purposes consistent with the Covenants, and its use of the Private Road for such purpose would afford such access; and

The Association is willing to grant to the Land Trust a permanent, non-exclusive easement over the Private Road in order to provide ingress to and egress from the Land Trust

Property for the purposes described herein, upon the terms provided for in this Agreement.

The Land Trust and the Association anticipate entering into a Memorandum of Understanding ("MOU") of even date herewith, which will outline the terms under which certain recreational rights for the use of the Land Trust Property might be extended to the Association.

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

## **A G R E E M E N T:**

### **1. Grant of Access Easement.**

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

### **2. Limitation on Use of Easement Rights and Obligations.**

(a) The easement established and granted pursuant to this Agreement (the "Easement") shall be non-exclusive, shall be and is appurtenant to and shall serve the Land Trust Property, shall be a covenant running with the land, and shall be and is binding upon and inure to the benefit of the Land Trust and the Association and their respective successors and assigns.

(b) The Easement established and granted herein shall be used solely for the purposes of providing access to the Land Trust Property over the Private Road for purposes consistent with the Covenants.

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

(d) The Land Trust, for itself, and for each of its users, agrees that the use of the Private Road and Easement shall be at its and its users' sole risk, and that it and its users hereby agree to accept the Private Road in the condition as it may be found, and the Association shall not be obligated to maintain the Private Road in any specified manner.

(e) Nothing herein shall be interpreted to constitute the Land Trust as a member of the Association or as a third-party beneficiary under the Declaration. The Easement shall afford the Land Trust rights to the use of the Private Road, but it shall not afford the Land Trust with any rights to use any other amenities of the Association or the Association's members, including lakes, walking trails, or any common areas other than the Private Road.

(f) The Land Trust and the Association agree that the Land Trust's usage of the Private Road is anticipated to be of a relatively low frequency. Should the Land Trust's





frequency of use of the Private Road become equivalent to the road usage of a typical resident of the Subdivision, the Land Trust agrees to pay a fee for the use and maintenance of the Private Road equivalent to that assessed to a resident of the Subdivision; provided, however, that isolated periods of increased usage due to an emergency or uncommon maintenance situation on the Land Trust Property shall be disregarded for purposes of this paragraph.

### **3. Indemnities.**

The Land Trust agrees to indemnify, defend and hold the Association, its officers, directors and members harmless from and against any and all claims, demands, actions, losses, liabilities and expenses, including reasonable attorneys' fees and expenses, paid or incurred by the Association arising out of or by virtue of any injury to damage to any person (including death) or property caused by the use of the Private Road by Land Trust users, and that no claim or right of action shall ever accrue to or be asserted by the Land Trust, or its successors, assigns, members, directors, officers, employees, independent contractors, invitees or licensees, against the Association, or its officers, directors, members, employees, contractors or other agents, that arises out of or is connected with, whether directly or indirectly, any use of the Private Road or Easement by Land Trust users. The Land Trust, for itself, and for each of its users, hereby agrees that the use of the Private Road and Easement shall be at its and its users sole risk, and that it and its users hereby agree to accept the use of the Private Road and Easement in whatever condition the same may exist from time to time. No obligation is placed on the Association hereby to design or maintain the Private Road and Easement in any certain condition or to repair or maintain the same.

**4. Dedication.** In the event that the Association elects to dedicate the Private Road as a public right of way, the Land Trust, or its successors or assigns, will cooperate in any manner reasonably required by the Association or by governmental authority to accomplish such dedication and shall execute any document reasonably required to accomplish the same.

**5. Termination.** In the event the Covenants are released from the Land Trust Property or the Land Trust Property is conveyed to an entity unaffiliated with the Land Trust, the Easement shall terminate contemporaneously with such release or conveyance.

### **6. 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.



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

ASSOCIATION:

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

By: James C. Jager  
Name: James C. Jager  
Its: President

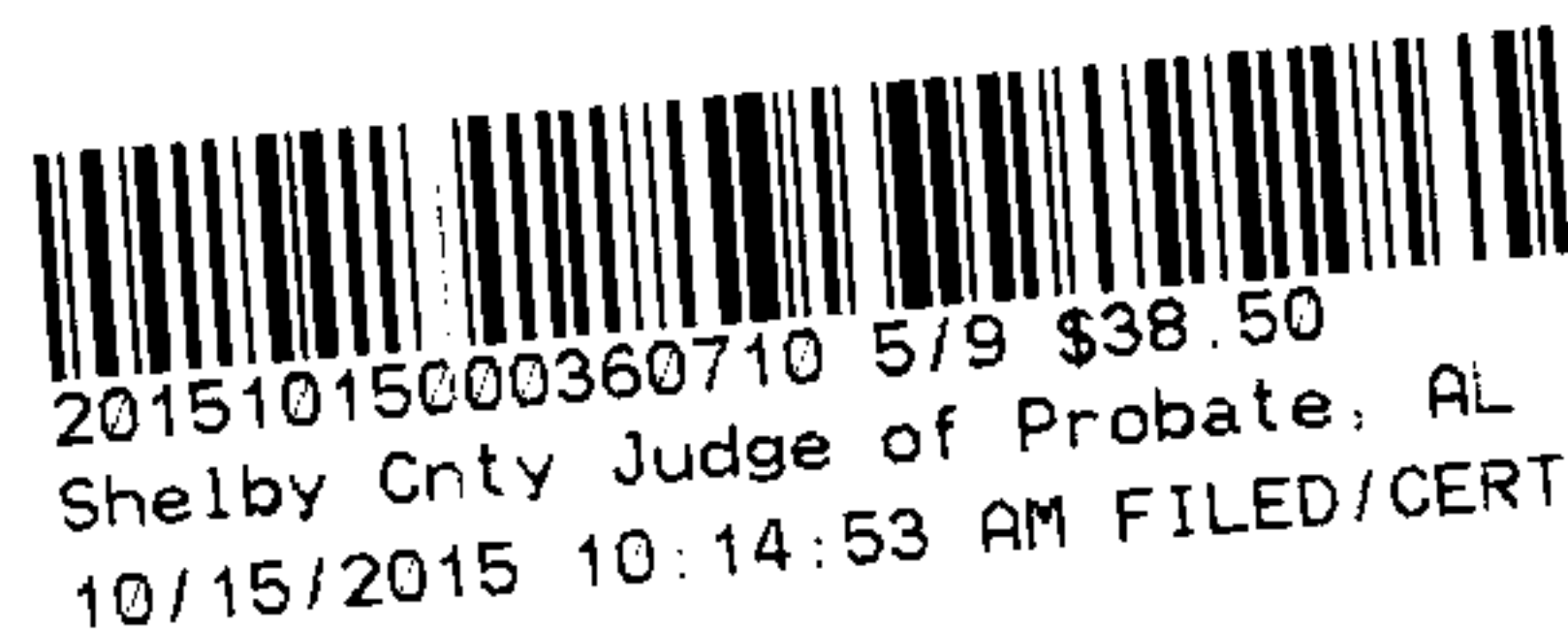
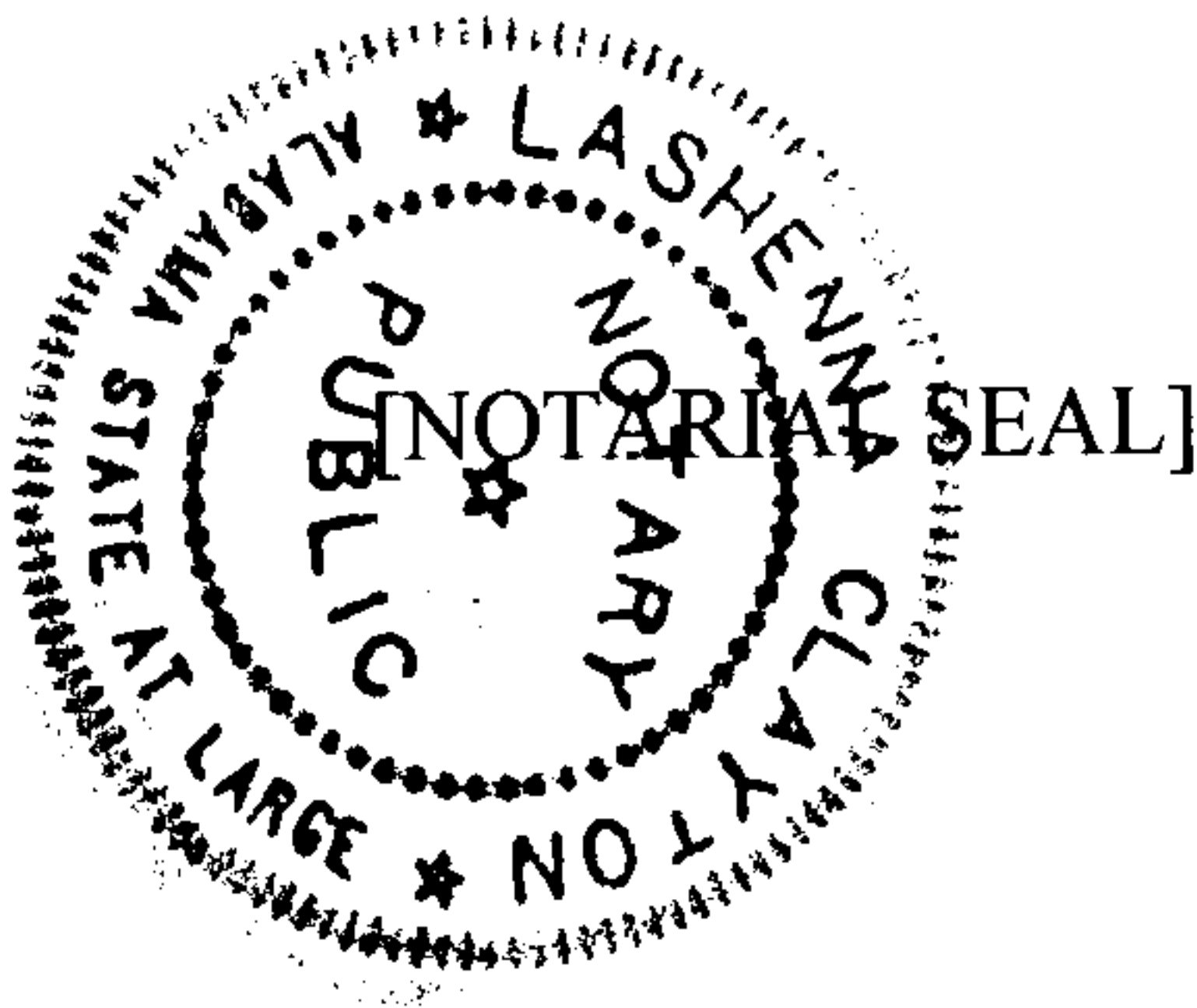
STATE OF ALABAMA )  
COUNTY OF Montgomery)

I, the undersigned, a notary public in and for said county in said state, hereby certify that James Jager, 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/she as such officer and with full authority executed the same voluntarily for an as the act of said corporation.

Given under my hand and official seal this 7 day of October, 2015.

J. Jager  
NOTARY PUBLIC

My commission expires: 11-5-18





**LAND TRUST:**

**Freshwater Land Trust,**  
an Alabama nonprofit corporation

By: Wendy Allen Jackson  
Wendy Allen Jackson

Its: Executive Director

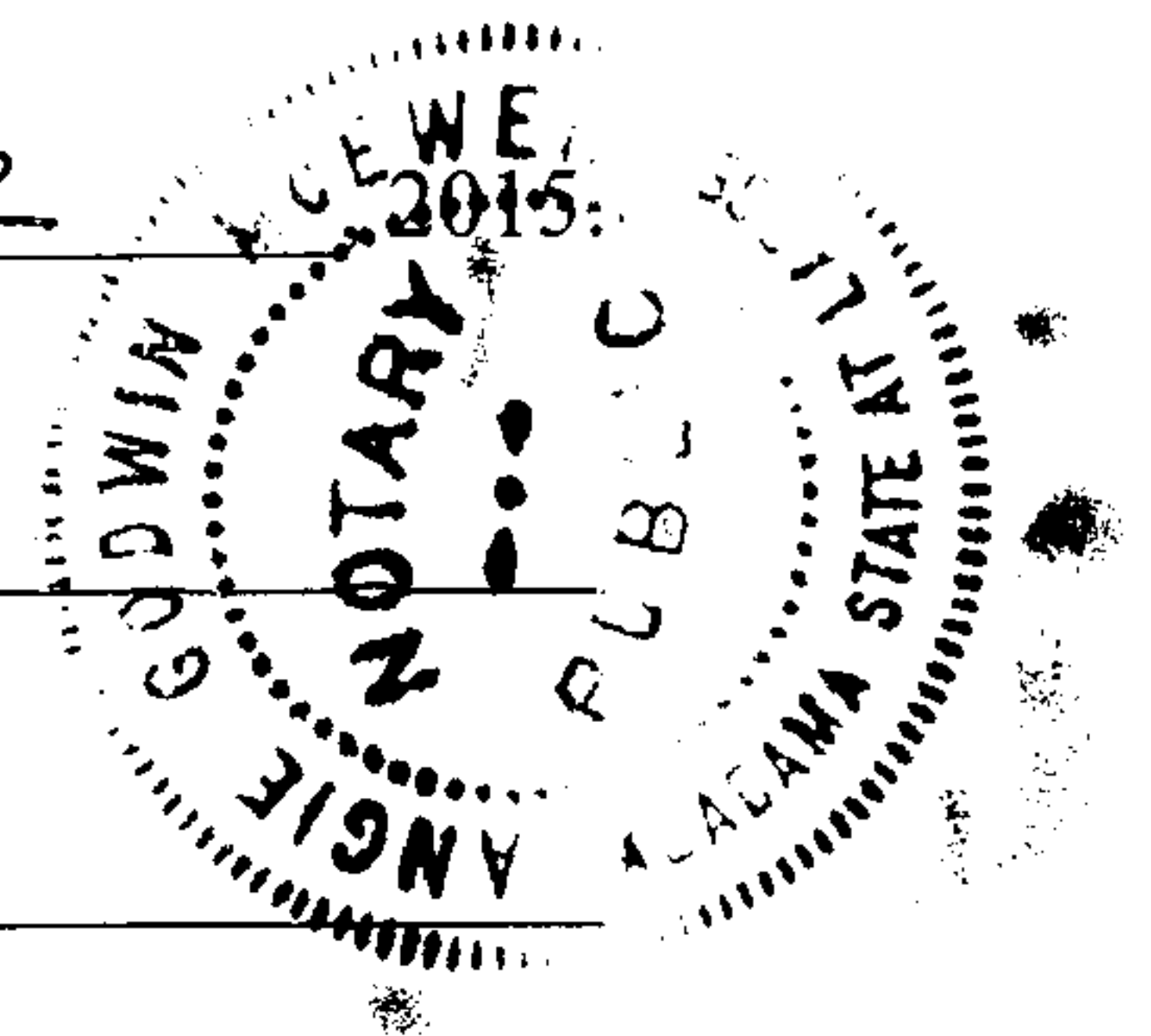
STATE OF ALABAMA       )  
  )  
COUNTY OF JEFFERSON    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Wendy Allen Jackson, whose name as Executive Director of the **Freshwater Land Trust**, 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, she, as such officer and with full authority executed the same voluntarily for an as the act of said corporation.

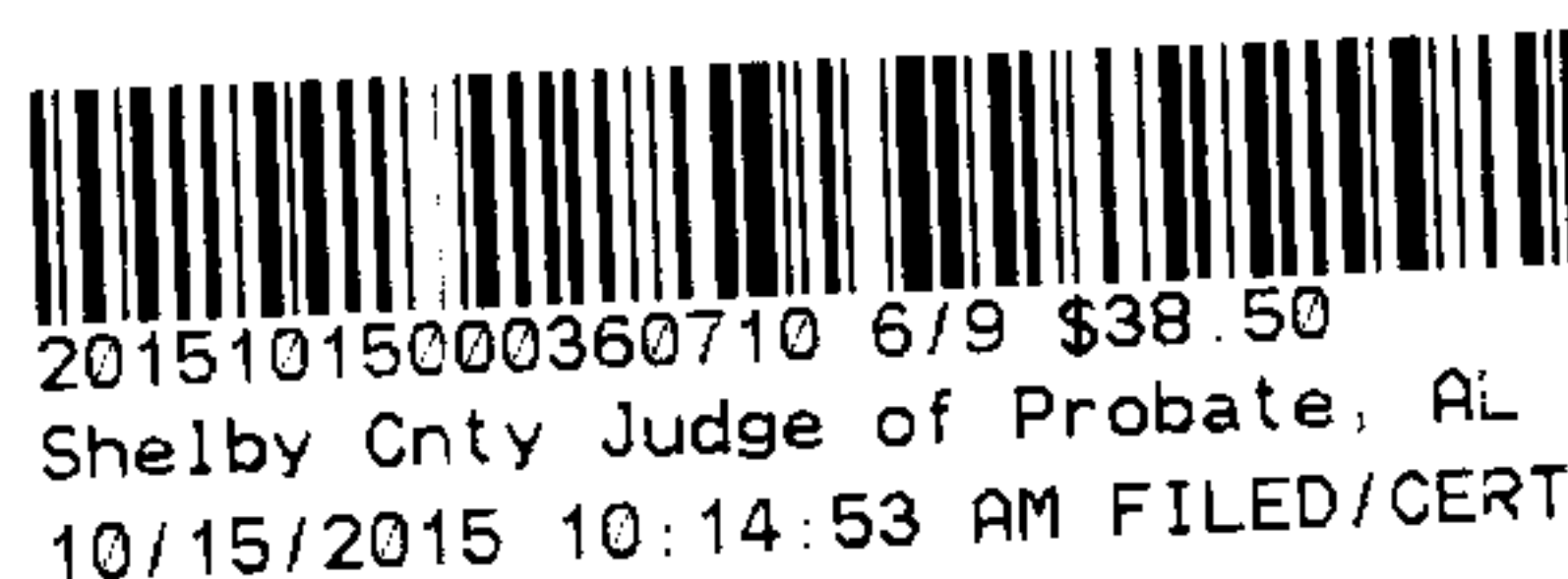
Given under my hand and official seal this 1ST day of OCTOBER

Angie Schum McEwen  
NOTARY PUBLIC

My commission expires: 2-14-2017



[NOTARIAL SEAL]



## **EXHIBIT A**


### **Legal description of Land Trust Property**

#### **Ridge Parcel:**

A parcel of land situated in the North 1/2 of Section 25, Township 18 South, Range 1 West, the Northwest 1/4 of Section 30, Township 18 South, Range 1 East and Section 19, Township 18 South, Range 1 East, Shelby County, Alabama being more particularly described as follows:

Begin at the point of intersection of the South line of the North 1/2 of Section 25, Township 18 South, Range 1 West, Shelby County, Alabama and the Southeasterly line of Lot 24, Stonegate Realty Phase One as recorded in Map Book 29, Page 4 in the office of the Judge of Probate of Shelby County, Alabama and run in a Northeasterly direction along the Southeasterly line of Lots 24, 25, 26 and Lot 27, Stonegate Realty Phase One as recorded in Map Book 29, Page 4, Lots 28-A, 29-C, 30-A and Lot 35-A, Stonegate Realty Phase 2 Resubdivision of Lots 28-30, 35 as recorded in Map Book 32, Page 107, Lot 36, Stonegate Realty Phase 2 as recorded in Map Book 31, Page 28, Lots 56, 57, 58, 59 and Lot 60, Stonegate Realty Phase 3 as recorded in Map Book 33, Page 122, Lot 61-A, Resurvey of Lots 61 & 62 Stonegate Realty Phase 3 as recorded in Map Book 34, Page 110, Lots 63, 64 and Lot 65, Stonegate Realty Phase 3 as recorded in Map Book 33, Page 122 all being recorded in the office of the Judge of Probate of Shelby County, Alabama, for a distance of 7467 feet, more or less, to the Easternmost corner of said Lot 65; thence in a Northeasterly direction along the meanders of Elevation 1000 approximately 3793 feet, more or less, to a point on the North line of Section 19, Township 18 South, Range 1 East, Shelby County, Alabama; thence in an Easterly direction along said North line approximately 271 feet, more or less, to the Northeast corner of said Section 19, Township 18 South, Range 1 East, Shelby County, Alabama; thence in a Southerly direction along the East line of Section 19, Township 18 South, Range 1 East, Shelby County, Alabama approximately 859 feet, more or less, to the center of an Old Woods Road on the crest of Double Oak Mountain; thence in a Southwesterly direction along the meanders of the center of the Old Woods Road on the crest of Double Oak Mountain approximately 9482 feet, more or less, to a point on the South line of the North 1/2 Section 25, Township 18 South, Range 1 West, Shelby County, Alabama; thence in a Westerly direction along the South line of the North 1/2 of Section 25, Township 18 South, Range 1 West, Shelby County, Alabama approximately 1734 feet, more or less, to the Point of Beginning.

**[CONTINUED ON FOLLOWING PAGE]**

  
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Corridor Parcel Connecting with Stonegate Drive:

A parcel of land located in the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  and the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 19, Township 18 South, Range 1 East, Shelby County, Alabama, being bounded on the Southwest by the Northeasterly line of Lot 65, Stonegate Realty - Phase Three as recorded in Map Book 33, Page 122 in the office of the Judge of Probate of Shelby County, Alabama, on the West by the Easterly right-of-way of Stonegate Drive as recorded in said Map Book 33, Page 122, on the Northeast by a line 60 feet North of and parallel to the Easterly line of said Lot 65, and on the Southeast by the 1000 foot contour line on Double Oak Mountain, said parcel being more particularly described as follows:

Begin at the intersection of the Northerly line of said Lot 65 and the Easterly right-of-way of Stonegate Drive as recorded in said Map Book 33, Page 122; thence in an Easterly direction along the Northerly line of said Lot 65 for a distance of 144.82 feet to a point; thence in a Southeasterly direction along the Northeasterly line of said Lot 65 for a distance of 377 feet, more or less, to a point on the 1000 foot contour of Double Oak Mountain; thence in a Northeasterly direction along the said 1000' contour line a distance of 60 feet, more or less, to a point on the said 1000' contour; thence leaving the said 1000' contour line in a Northwesterly direction, along a line 60 feet North of and parallel to the Northeasterly line of said Lot 65 a distance of 403 feet more or less, to a point; thence in a Westerly direction along a line 60 feet North of and parallel to the Northerly line of said Lot 65 for a distance of 167.23 feet to the Easterly right-of-way of Stonegate Drive; thence in a Southerly and Southwesterly direction along the arc of a curve with a radius of 60 feet for a distance of 63 feet more or less to the Point of Beginning.

  
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### Real Estate Sales Validation Form

*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name: Stonegate Farms Property Owners' Association Mailing Address: c/o Neighborhood Management 2700 Hwy 280, Suite 206 Birmingham, AL 35223	Grantee's Name: Freshwater Land Trust Mailing Address: 2308 First Avenue North Birmingham, AL 35203
Property Address: N/A; easement over Stonegate Drive in Shelby County, Alabama	Date of Sale: October <u>15</u> , 2015
	Total Purchase Price: \$500.00 or Actual Value: or Assessor's Market Value:

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required):

☐ Bill of Sale  
☐ Sales Contract  
☒ Closing Statement

☐ Appraisal  
☐ Other:

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

#### **Instructions**

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date: OCTOBER 1, 2015

Print: FRESHWATER LAND TRUST  
WENDY JACKSON

Unattested Angela Adam McEwen  
(verified by)

Sign: Kendy Jackson  
(Grantor/Grantee/Owner/Agent) (circle one)



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