

This document was prepared by:
U.S. Alliance Coosa Pines Corporation
17589 Plant Road
Coosa Pines, AL 35044-0561

STATE OF ALABAMA)
) PUBLIC ROAD EASEMENT
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One and No/100 Dollar (\$1.00), and other valuable considerations, in hand paid by SHELBY COUNTY COMMISSION, a public entity, (herein "GRANTEE"), the receipt whereof is hereby acknowledged, U.S. ALLIANCE COOSA PINES CORPORATION, an Alabama corporation (herein "GRANTOR"), does hereby grant, to the extent of its interest, unto GRANTEE, an easement on which to construct, operate, maintain and repair a public road as the GRANTEE may require over the following described strip of land, sixty (60) feet in width, lying thirty (30) feet either side of the centerline of existing Shelby County road known as Fire Tower Road, located in the South One-Half of Section 24 and the West One-Half of Section 25 all in Township 20 South, Range 2 West, Shelby county, Alabama.

The route of such easement is shown in red on the map attached hereto as Exhibit A.

For the consideration aforesaid, the GRANTOR further grants unto the GRANTEE the right and privilege of use of such easement for a public roadway, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof for such purposes, the right to cut and keep clear all trees, undergrowth and other obstructions thereon when deemed reasonably necessary for the avoidance of danger, damage or interference with such road provided, however, that this easement is made and conditioned upon the following representations, covenants and agreements, which the GRANTEE, by accepting this easement, expressly acknowledges, agrees and consents to, and joins in:

1. GRANTOR reserves the full right to use such easement in common with GRANTEE, and any entity having any rights therein.

2. GRANTOR has no obligation to keep and maintain the easement area in safe condition and the use of the easement by GRANTEE or any other entity shall be solely at the user's risk and peril.

3. GRANTEE agrees, and at its own expense, to construct, improve and maintain such easement area, for its use as a public road in good and workmanlike manner, in good condition, and in compliance with all local, state, federal laws and regulations. GRANTEE further agrees to stabilize the road by using diversion ditches, waterbars, silt screens, seeding and mulching, or other approved stabilization methods as may be necessary. All soil stabilization measures shall be at GRANTOR'S specifications or State's Best Management Practices for Forestry and shall satisfy all local, state, and federal laws and regulations now in existence or as may be hereinafter enacted.

Inst # 1999-25487

06/17/1999-25487
10:11 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
004 MMS 0 00 1

4. GRANTOR reserves the right to use and enjoy the property, subject to the easement, for growing timber, and for any and all purposes including, but not limited to, the installation and maintenance (or to grant such rights to others) within the boundary of the easement herein granted, of electrical, telephone and communication lines and facilities; gas or other pipelines or facilities; railroad tracks and facilities; all at any point whatsoever, either at, above, or below grade, provided the exercise of such rights shall not unreasonably interfere with the use by GRANTEE of the easement granted herein.

5. GRANTEE agrees and covenants to release, the GRANTOR, its officers, directors, employees, successors or assigns, from and against any and all claims and demands by GRANTEE, its employees, for damages to property and injury or death which may arise out of or be caused directly by its road and/or the construction or installation, or by the use, of such road by GRANTEE, its employees.

6. GRANTOR and GRANTEE agree that this easement, and the covenants and agreements herein, shall be binding upon and enforceable by GRANTOR and against GRANTEE. The continued use or maintenance of the easement area by GRANTEE, shall conclusively constitute such user's agreement to be bound by all the covenants and agreements herein assumed by GRANTEE, ~~including the agreements of~~ *KAC* ~~indemnity.~~ *KAC*

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives on this 14 day of June, 1999.

WITNESS:

U.S. ALLIANCE COOSA PINES CORPORATION

C. Rigdon Hitchcock

By: Lewis D. Grimm
Lewis D. Grimm
Its: Vice President, Operations

WITNESS:

ACCEPTED BY:
SHELBY COUNTY COMMISSION

Sam Wilton

By: Daniel M. Acker
Name: Daniel M. Acker
Its: Chairman

STATE OF ALABAMA)

COUNTY OF TALLADEGA)

I, Kim H. Warren, a Notary Public in and for said County in said State, hereby certify that Lewis D. Grimm, whose name as Vice President, Operations, ~~Forest Products~~ of U.S. Alliance Coosa Pines 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 the 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 the 2nd day of April, 1999.

Kim H. Warren
Notary Public
My Commission Expires: 5/22/2002

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, Melinda K. Holtz, a Notary Public in and for said County in said State, hereby certify that Daniel M. Asher whose name as CHAIRMAN, SHELBY COUNTY COMMISSION, 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 this instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said County.

Given under my hand and official seal, this the 14 day of June, 1999.

Melinda K. Holtz
Notary Public
My Commission Expires: 11-26-2000

10

GA
830000GA

GA
U.S. AIR FORCE

2.006
8.1 Ac(c)

2.002
8.75 Ac

2.007

10.8 Ac(c)

2.005
5 Ag

2.008
24 Ac(c)

409 Ac(c)

Inst # 1999-25487

06/17/1999-25487
10:11 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MMS .00