

Shelby

2000-04455

Inst

## RIGHT OF WAY EASEMENT

THIS INDENTURE, made as of the 10<sup>TH</sup> day of February, 2000, between CAHABA FORESTS, LLC ("Grantor") and U.S. ALLIANCE COOSA PINES CORPORATION ("Grantee").

### WITNESSETH:

That Grantor, for valuable consideration, the sufficiency and receipt of which are hereby acknowledged, hereby grants and conveys to Grantee, its successors and assigns, a perpetual, irrevocable non-exclusive right of way easement thirty (30) feet in width over the land more particularly described on the attached Exhibit A which, by this reference, is hereby incorporated herein ("Easement Area"). The aforesaid Easement Area crosses land owned by the Grantor in the County of Shelby, State of Alabama, said land and Easement Area being shown on Exhibit B attached hereto and hereby made a part hereof.

The easement hereby created and conveyed benefits the land owned by the Grantee in said County and State being more particularly described on Exhibit C attached hereto and hereby made a part hereof ("Benefitted Land"), runs with such Benefitted Land, and is subject to all matters of public record insofar as in force and applicable.

The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms and conditions:

1. This easement is conveyed for (a) pedestrian and vehicular ingress and egress over and across the Easement Area (including, without limitation, logging trucks and other heavy equipment) and (b) the installation, construction, repair, maintenance and use of underground utilities serving the Benefitted Land; provided, however, such utility easement shall be subject to reasonable safeguards required by the Grantor to prevent undue interference to its timber operations on the land of which the Easement Area is a part.
2. Grantor reserves for itself, its successors and assigns, the right at all times and for any purpose to cross and recross said road at any place and to use said Easement Area in any manner that will not unreasonably interfere with the rights granted to the Grantee herein.
3. Grantor may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided such use shall not unreasonably interfere with the rights granted to the Grantee. Grantee may grant to third parties, upon such terms as it chooses, any or all rights granted to it herein; provided such use shall not unreasonably interfere with the rights reserved by the Grantor.
4. Grantor shall, at its sole cost and expense, (i) be responsible for normal and prudent road repairs, maintenance of the Easement Area as well as for such damage not described in Paragraph 5 hereinbelow and (ii) comply with all applicable laws concerning the Easement Area; provided, however, Grantee may, at its option and sole cost and expense, (x) grade the Easement Area and lay down gravel on the Easement Area, without any obligation to re-grade, repair, maintain, replace or remove such gravel, and (y) remove any non-merchantable timber within the Easement Area. If, in Grantee's reasonable opinion, merchantable timber within the Easement Area impedes Grantee's exercise of its easement rights hereunder, Grantee shall notify an appropriate representative of Grantor who shall, at Grantor's option, either cause the removal of such merchantable timber at its sole cost and expense within a commercially reasonable period of time or permit Grantee to remove such timber at its sole cost and expense.

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5. Each party using any portion of the road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Grantee shall obey and comply with any laws and regulations concerning said road and exercise proper and prudent caution and care in the use thereof.
6. Grantor reserves to itself all timber now on or hereafter growing within the Easement Area.
7. Grantee agrees to defend, indemnify and save harmless Grantor, its successors and assigns, from and against all causes of action, litigation, cost, loss, liability, damage and expense (including reasonable attorneys' fees) for injury or death to persons, whomsoever, and damage to or loss of property to whomsoever belonging, including the respective contractors, agents, employees and representatives of Grantor, to the extent arising out of or in any way connected with the use of the road and Easement Area by the Grantee, its respective contractors, agents, employees, representatives or designees, provided, however, the foregoing defense and indemnification obligations shall not apply to Grantor's violations of law, its breach of this Agreement, or the acts, omissions or willful misconduct of the Grantor, or its contractors, agents, employees, representatives or designees.

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


GRANTOR:

CAHABA FORESTS, LLC

By:   
Name: Daniel P. Christensen  
Title: President

GRANTEE:

U.S. ALLIANCE COOSA PINES CORPORATION

By:   
Name: Pierre Monahan  
Title: President

Attest:   
Name: James A. Manzi, Jr.  
Title: Assistant Secretary

(Acknowledgements on following page)

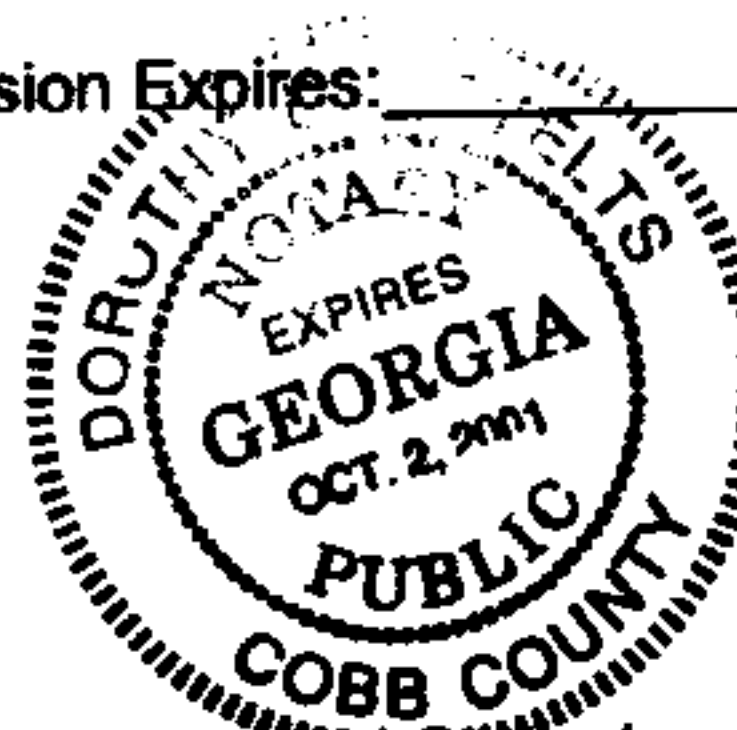
STATE OF GEORGIA  
COUNTY OF FULTON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Daniel P. Christensen, whose name as President of Cahaba Forests, LLC is signed to the foregoing conveyance and who is known to me, does acknowledge before me on this day that, being informed of the contents of the conveyance, he, as such officer 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 10th day of February, 2000.

Dorothy D. Reyelts  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



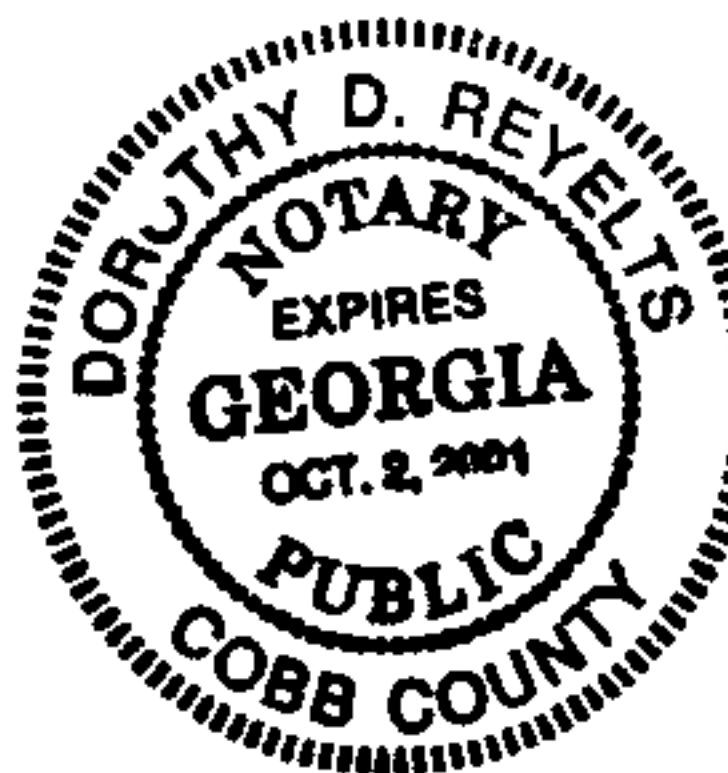
STATE OF GEORGIA  
COUNTY OF FULTON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Pierre Monahan, whose name as President of U.S. Alliance Coosa Pines Corporation, is signed to the foregoing conveyance and who is known to me, does acknowledge before me on this day that, being informed of the contents of the conveyance, 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 10th day of February, 2000.

Dorothy D. Reyelts  
NOTARY PUBLIC

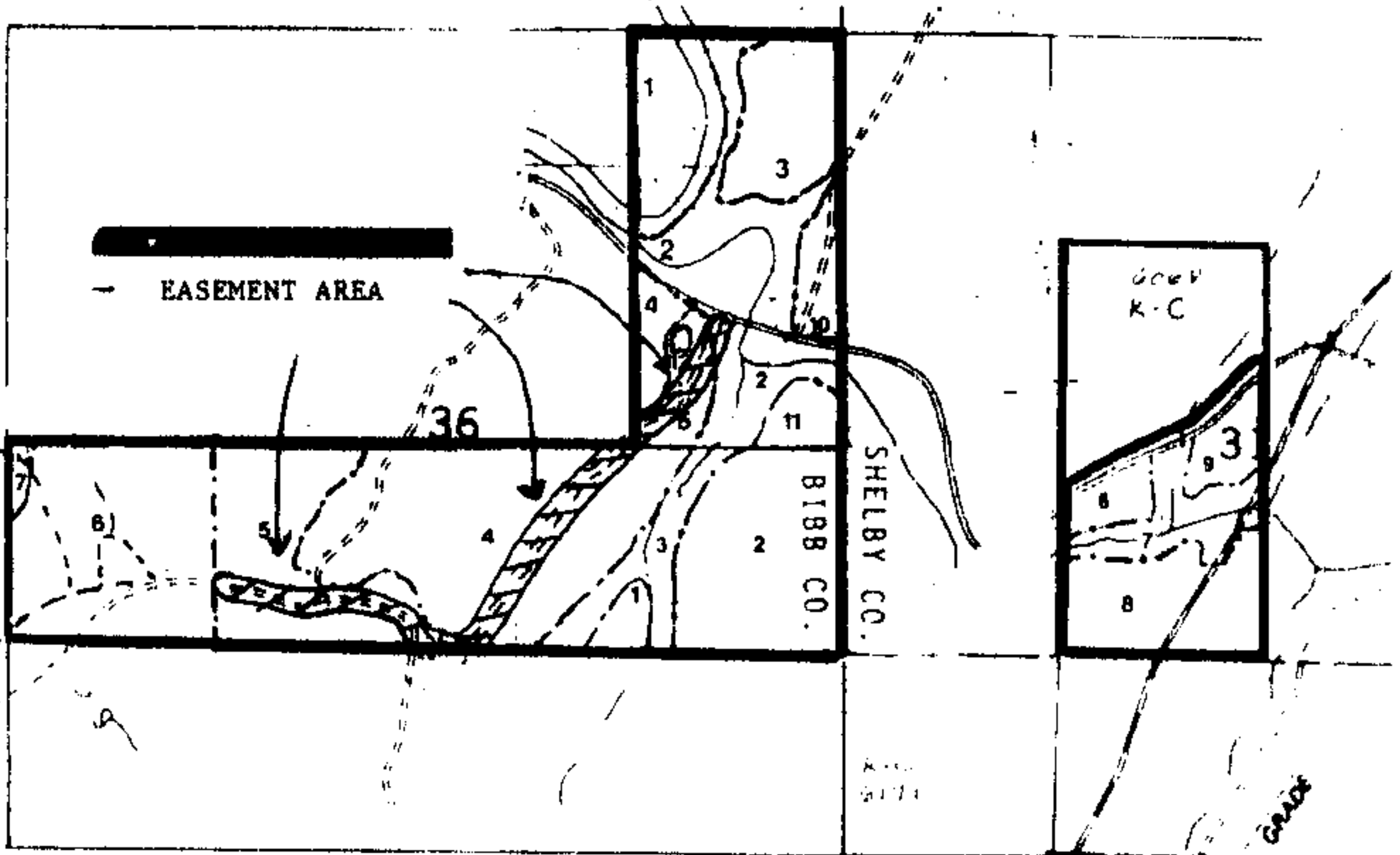
My Commission Expires: \_\_\_\_\_



This instrument was prepared by:  
Mark G. Pottorff  
Smith, Gambrell & Russell, LLP  
Suite 3100, Promenade II  
1230 Peachtree Street, N.E.  
Atlanta, GA 30309-3592

EXHIBIT A

15 feet on either side of the centerline of an existing road located in the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and the N $\frac{1}{2}$  of the S $\frac{1}{2}$  of Section 36, Township 21 South, Range 5 West, Bibb County and Shelby County, Alabama. (6170 USA)

COMPARTMENT 6170  
REV. 03-15-1995

## TRACT 1

SECTION	TOWNSHIP	RANGE
36	T 21 S	R 5 W

TOTAL ACRES 160.5			
STAND TYPE NO.		FOREST ACRES	NON-FOR. ACRES
1	P-95	3.1	0.0
2	P-95	30.0	0.0
3	DH	9.6	0.0
4	P-95	49.5	2.0
5	P-91	25.8	1.2
6	P-91	36.3	1.6
7	NP	1.3	0.1
TOTALS		155.6	4.9

COMPARTMENT 6170  
REV. 10-04-1995

## TRACT 2

SECTION	TOWNSHIP	RANGE
31	T 21 S	R 4 W
36	T 21 S	R 5 W
TOTAL ACRES		123.0

STAND TYPE NO.		FOREST ACRES	NON-FOR. ACRES
1	UH	14.2	0.0
2	DH	29.4	0.9
3	P-95	15.7	0.0
4	P-91	5.1	0.3
5	P-95	5.4	0.3
6	P-95	4.1	0.3
7	DH	9.2	1.1
8	P-95	19.0	1.6
9	P-95	5.2	0.3
10	P-95	5.4	0.7
11	P-95	4.4	0.0
12	NF	0.0	0.4
TOTALS		117.1	5.9

Shelby County

EXHIBIT C

BENEFITTED LAND

The NW1/4 of the SW1/4 of Section 36, Township 21 South, Range 5 West, Bibb County and  
Shelby County, Alabama. (6170 USA)

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