

This document was prepared by:

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Inst # 2000-34571

STATE OF ALABAMA)

**10/02/2000-34571
10:47 AM CERTIFIED**

SHELBY COUNTY)

**SHELBY COUNTY JUDGE OF PROBATE
007 CJ1 36.00**

NON-EXCLUSIVE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of SIX THOUSAND SEVEN HUNDRED FIFTY AND NO/100 Dollars (\$6,750.00), in hand paid by OMNI-VEST, LLC, an Alabama Limited Liability Company (herein "GRANTEE"), the receipt whereby is hereby acknowledged, ALLIANCE FOREST PRODUCTS U.S. 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 right-of-way as the GRANTEE may require over the strip of land described on Exhibit "A" attached hereto and made a part hereof sixty (60) feet in width, located in Section 13, Township 20 South, Range 2 East, located in Shelby County, Alabama.

For the consideration aforesaid, the GRANTOR further grants unto the GRANTEE the right and privilege of such easement for a right-of-way, 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 connection with GRANTEE, and any entity having any rights therein, and reserves the right to dedicate such easement for public roadway purposes, or to grant others a non-exclusive easement therefor, without consent of GRANTEE or any other entity; provided, however, this reservation shall not diminish GRANTEE'S rights set forth in Section 10 hereof.
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 road in a 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.
4. GRANTOR reserves the rights 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 communications 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 the GRANTEE of the easement granted herein.

5. GRANTOR reserves the absolute right to cross such easement at any point along its route (such crossing point or points to be solely determined by GRANTOR) with heavily loaded logging trucks or other vehicles or equipment, in its management and logging of GRANTOR'S property, even though such usage shall interfere with usage under the easement granted herein.
6. GRANTOR shall not be liable or responsible for, and GRANTEE hereby agrees to hold GRANTOR harmless from, any damages in connection with the construction of any road on or across the easement area, to allow the use of the vehicles and equipment described herein, or otherwise. GRANTEE also agrees that its facilities are placed on such easement, at their own risk of their being damaged by GRANTOR'S heavy equipment in carrying out the activities herein described. GRANTOR shall not be liable for any damage to GRANTOR'S road, facilities or property except to the extent such damage arises from the gross negligence or willful misconduct of GRANTOR. In no event shall GRANTOR be liable for any consequential, special, incidental or punitive damages.
7. GRANTEE agrees and covenants to release, indemnify, protect and hold the GRANTOR, its officers, directors, employees, successors or assigns, harmless from and against any and all claims and demands by GRANTEE, its employees, agents,

contractors, or any other persons whatsoever, for damages to property and injury or death to persons which may arise out of or be caused directly or indirectly by its road and/or the construction or installation, or by the use, of such road by GRANTEE, its employees, agents, contractors, invitees, licensees or any other persons whatsoever.

8. 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, or by any successor in ownership to GRANTEE'S interest, shall conclusively constitute such user's agreement to be bound by all the covenants and agreements herein assumed by GRANTEE, including the agreements of indemnity.
9. No permit or assignment by GRANTEE, or its successors in interest, or any right to use the road provided for herein to any person or entity not holding an interest in the benefitted property shall be valid or effective unless first approved in writing by GRANTOR; and no permit or assignment shall be given or be permitted by or through GRANTEE, or its successors in interest, for the benefit of any other real property.
10. GRANTEE shall have the right to dedicate the right-of-way conveyed herein to the appropriate governmental authority as a public street, avenue or public thoroughfare. GRANTOR if requested by GRANTEE will join in such dedication at no expense to GRANTOR whatsoever.
11. GRANTEE shall have the right to locate electrical, telephone and communications lines and facilities, gas, water, or other pipelines or facilities, either above or below grade on said right-of-way, provided the exercise of such rights shall not interfere

with the use by GRANTOR of the right-of-way.

12. GRANTEE agrees not to disturb GRANTOR'S existing fence should the fence fall within the easement at any point. GRANTOR hereby reserving the right to maintain said fence in its present location. Should disturbing the fence temporarily be deemed necessary for any reason the fence will immediately be repaired or replaced at the GRANTEE'S expense to its original condition.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives on the 13th day of September, 2000.

WITNESS

Louis Oliver

ALLIANCE FOREST PRODUCTS U.S. CORPORATION

BY: [Signature]
ITS) Gen. Mgr. Wood Bus

ACCEPTED BY:
OMNI-VEST, LLC

WITNESS

BY: [Signature]
Gary W. Thompson
Its Manager

STATE OF ALABAMA)
COUNTY OF ~~SHELBY~~ Talladega

ACKNOWLEDGMENT

I, Kim H. Weber, a Notary Public, in and for said County in said State, hereby certify that Richard N. Glasgow, whose name as Don Mgs. Wood of ALLIANCE FOREST PRODUCTS U.S. CORPORATION, is signed to the foregoing conveyance, and who is known to me, acknowledged 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 this the 13th day of September, 2000.

Kim H. Weber
Notary Public

My commission expires: 9-22-2002

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, Robert S. Padon, a Notary Public, in and for said County in said State, hereby certify that Gary L. Thompson, whose name is signed as Manager of Omni-Vest, LLC, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 24th day of August, 2000.

Robert S. Padon
Notary Public

My commission expires: 7/11/02

EXHIBIT "A"

Commence at the southwest corner of the southwest 1/4 of the northwest 1/4, Section 13, Township 20-South, Range 2-East, Shelby County, Alabama, thence N-00 degrees 10' 21" east along the west line of said 1/4-1/4 section and run 787.99 feet to the centerline of a proposed 60 foot easement lying 30 feet either side of the following 4 calls, also the point of beginning; thence S-43 degrees 26' 22" E and run 276.09 feet, thence S-49 degrees 23' 36" E and run 168.97 feet, thence S-55 degrees 17' 03" E and run 289.73 feet, thence S-52 degrees 03' 51" E and run 501.52 feet to a point on the south line of said 1/4-1/4 section and also the end of said easement.

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7

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