

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

Inst # 2001-

GRANT OF EASEMENT/RIGHT OF WAY

R.E. No. CAHABA CH01(CB6023 & 6027)

THIS INSTRUMENT, effective on the date of recording hereof, is given by CAHABA FORESTS, LLC, a Delaware limited liability company having a having a mailing address of c/o Hancock Natural Resources Group, Inc., 99 High Street, 26th Floor, Boston, Massachusetts 02110, (617) 747-1600, GRANTOR, and the CITY OF PELHAM, having a principal place of business and mailing address of 3162 Pelham Parkway, Pelham, AL 35124, GRANTEE.

10/15/2001-44669
03:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
20.50
004 CH

WITNESSETH: That for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor does, by these presents, hereby GRANT and TRANSFER unto Grantee, a perpetual, non-exclusive easement for access, utility and drainage purposes, easement eighty feet (80') in width, (easement area) being forty feet (40') on each side of the centerline of an existing roadway, described as follows:

80' RIGHT-OF-WAY
LOCATED IN SECTION 26, AND THE W 1/4 OF SECTION 25, ALL IN TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY ALABAMA.

Beginning at a SW corner of Section 26, Township 20 South, Range 2 West, Shelby County, Alabama; thence N00°30'55"W along the west line of said Section 26, a distance of 1,476.81' to the POINT OF BEGINNING of the centerline of a 80' right-of-way lying 40' either side of and parallel to described centerline; thence N89°29'38"E along said centerline, a distance of 110.88' to a point of curve to the right having a radius of 400.00' and a central angle of 06°12'00"; thence easterly along the arc a distance of 43.28'; thence S84°18'22"E along said centerline, a distance of 490.99' to a point of curve to the left having a radius of 250.00' and a central angle of 49°02'27"; thence easterly along the arc a distance of 213.98'; thence N46°39'10"E along said centerline, a distance of 52.14' to a point of curve to the right having a radius of 250.00' and a central angle of 36°45'29"; thence northeasterly along the arc a distance of 160.39'; thence N83°24'40"E along said centerline, a distance of 293.74' to a point of curve to the left having a radius of 300.00' and a central angle of 12°57'25"; thence easterly along the arc a distance of 67.84'; thence N70°27'15"E along said centerline, a distance of 566.05' to a point of curve to the right having a radius of 200.00' and a central angle of 21°15'11"; thence easterly along the arc a distance of 74.19'; thence S88°17'34"E along said centerline, a distance of 164.65' to a point of curve to the left having a radius of 200.00' and a central angle of 12°08'37"; thence easterly along the arc a distance of 42.39'; thence N79°33'49"E along said centerline, a distance of 285.50' to a point of curve to the left having a radius of 250.00' and a central angle of 19°20'18"; thence easterly along the arc a distance of 84.38'; thence N60°13'31"E along said centerline, a distance of 98.46' to a point of curve to the left having a radius of 400.00' and a central angle of 14°48'54"; thence northeasterly along the arc a distance of 103.43'; thence N45°24'37"E along said centerline, a distance of 39.74' to a point of curve to the right having a radius of 250.00' and a central angle of 35°36'18"; thence northeasterly along the arc a distance of 155.36'; thence N81°00'55"E along said centerline, a distance of 317.65' to a point of curve to the left having a radius of 1,500.00' and a central angle of 04°20'26"; thence easterly along the arc a distance of 113.64'; thence N76°38'42"E along said centerline, a distance of 303.06' to a point of curve to the left having a radius of 250.00' and a central angle of 64°25'43"; thence northeasterly along the arc a distance of 281.12'; thence N12°12'59"E along said centerline, a distance of 27.26' to a point of curve to the right having a radius of 300.00' and a central angle of 60°50'35"; thence northeasterly along the arc a distance of 318.57'; thence N73°03'34"E along said centerline, a distance of 41.22' to a point of curve to the right having a radius of 350.00' and a central angle of 26°10'25"; thence easterly along the arc a distance of 159.89'; thence S80°46'01"E along said centerline, a distance of 146.66' to a point of curve to the left having a radius of 350.00' and a central angle of 15°35'31"; thence easterly along the arc a distance of 95.25'; thence N83°38'28"E along said centerline, a distance of 206.75' to a point of curve to the right having a radius of 350.00' and a central angle of 22°45'33"; thence easterly along the arc a distance of 139.03'; thence S73°35'59"E along said centerline, a distance of 82.77' to a point of curve to the left having a radius of 350.00' and a central angle of 16°13'03"; thence easterly along the arc a distance of 99.07'; thence S89°49'02"E along said centerline, a distance of 229.92' to a point of curve to the right having a radius of 300.00' and a central angle of 14°13'19"; thence easterly along the arc a distance of 74.47'; thence S75°35'43"E along said centerline, a distance of 81.35' to a point of curve to the left having a radius of 250.00' and a central angle of 40°10'59"; thence easterly along the arc a distance of 175.33'; thence N64°13'18"E along said centerline, a distance of 218.98' to a point of curve to the right having a radius of 250.00' and a central angle of 31°49'44"; thence easterly along the arc a distance of 138.88'; thence S83°56'58"E along said centerline, a distance of 129.36' to the POINT OF ENDING and the westerly right-of-way line of Shelby County Hwy 331.

AS SHOWN and delineated on that survey thereof dated January 5, 2001, prepared by Robert C. Farmer, Registered Land Surveyor No. 14720, a copy of which is annexed hereto as EXHIBIT "A" and by this reference is made a part hereof;

which Easement Area is located upon an existing roadway traversing that certain tract or parcel of land situated in the County of Shelby, State of Alabama, being more particularly described as follows:

TOWNSHIP 20 SOUTH, RANGE 2 WEST

Section 25: The South Half of the Northwest Quarter;
The Southwest Quarter;;

Section 26: The West half;
The Southwest Quarter of the Southeast Quarter;

BEING a portion of the premises conveyed to Grantor by deed dated October 10, 2000, recorded with the Clerk of the Probate Court of Shelby County, Alabama, as Instrument No. 2000-04451.

IT BEING UNDERSTOOD AND AGREED between the parties hereto that the easement hereby created and the rights hereunder shall be subject to the following terms and conditions:

1. This easement shall run with and is granted and intended for the purpose of providing Grantee ingress and egress to that certain property owned by Grantee being situated in County of Shelby, State of Alabama. It being further UNDERSTOOD and AGREED by the parties hereto that no permission is hereby granted for the installation or maintenance of utilities, overhead electric transmission lines or underground cable lines; easements for same to be negotiated between utility providers and Grantor.
2. Grantee hereby agrees to keep all gates on the Easement Area locked, except during permitted ingress and egress as described herein. (delete if N/A & renumber remaining provisions)
3. Grantee shall use said Easement Area at its own risk and, by execution hereof, hereby indemnifies and holds Grantor harmless from any and all claims, actions, causes of action, demands, damages, expenses and costs, including but not limited to attorney's fees and costs in defense thereof, made against Grantor and arising out of Grantee's exercise of its rights hereunder and/or for personal injury or property damage suffered by Grantee or its agents, employees, representatives or assigns, Grantor or its agents, employees, representatives or assigns or third parties resulting solely from its own negligent actions and not resulting from any negligence or misconduct of Grantor, its employees, agents, representatives or assigns, or the negligence of third parties.
4. Grantee shall repair any and all damage caused to said Easement Area as a result of Grantee's use of said Easement Area in the exercise of its rights hereunder.
5. Grantor understands that Grantee may sell its property, and Grantor shall not interfere with the use by any successor-in-interest to such property of any of the easement area contained herein; and the rights and conditions hereunder shall inure to the benefit of such successor-in-interest.
6. Grantor does hereby covenant that it is lawfully seized and possessed of the real estate described hereunder and has a good and lawful right to convey the same or any part thereof.
7. The terms Grantor and Grantee hereunder shall be extended to include all managers, agents, servants, employees, tenants, licensees (including timber purchasers), contractors, permittees, successors and assigns of each party.
8. The rights, conditions and provisions of this Grant of Easement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed in duplicate on the dates set forth below.

ATTEST:

CAHABA FORESTS, LLC
By: Hancock Natural Resource Group, Inc.

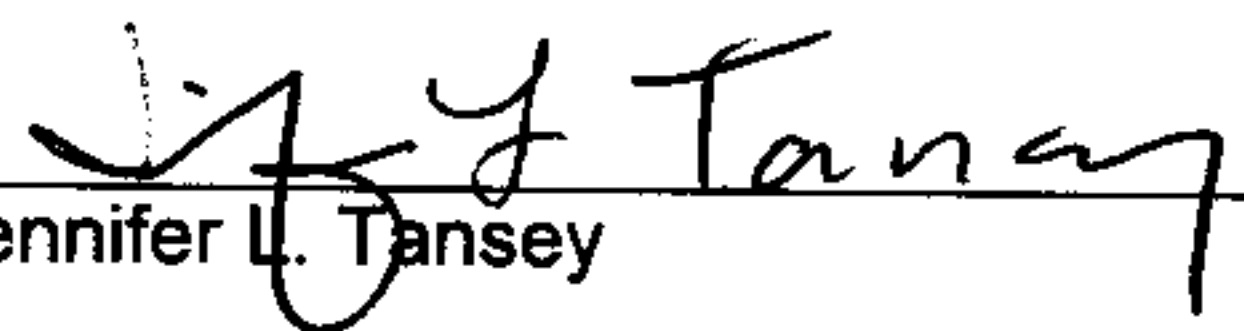

Antoniette Ricci
Assistant Secretary

by 
Kevin J. McWilliams, Assistant Treasurer

COMMONWEALTH OF MASSACHUSETTS)
)ss
COUNTY OF SUFFOLK)

I, Jennifer L. Tansey, a Notary Public in and for said County and Commonwealth, hereby certify that Kevin J. McWilliams, whose name as Assistant Treasurer of Hancock Natural Resource Group, Inc., 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 (on the day the same bears date) on behalf of Hancock Natural Resource Group, Inc., in its capacity as the Manager of CAHABA FORESTS, LLC for and as the act of said Grantor.

Given under my hand and official seal on October 10, 2001.


Jennifer L. Tansey

My commission expires July 26, 2007

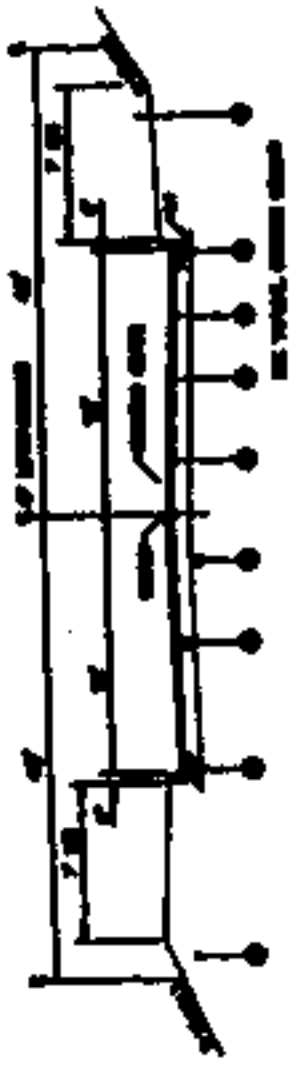
ACCEPTED BY:
THE CITY OF PELHAM, GRANTEE

By: 
Name: Bobby Hayes
Title: Mayor

EXHIBIT "A"

TYPICAL SECTION LEGEND

- 1. 10' WIDE SIDEWALK
- 2. 10' WIDE DRIVE
- 3. 10' WIDE DRIVE
- 4. 10' WIDE DRIVE
- 5. 10' WIDE DRIVE
- 6. 10' WIDE DRIVE
- 7. 10' WIDE DRIVE
- 8. 10' WIDE DRIVE
- 9. 10' WIDE DRIVE
- 10. 10' WIDE DRIVE



TYPICAL STREET SECTION
N.T.S.

LINE	DATE	BY	REVISION
1	10/15/2001	CH	1
2	10/15/2001	CH	2
3	10/15/2001	CH	3
4	10/15/2001	CH	4
5	10/15/2001	CH	5
6	10/15/2001	CH	6
7	10/15/2001	CH	7
8	10/15/2001	CH	8
9	10/15/2001	CH	9
10	10/15/2001	CH	10

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7	10/15/2001	CH	7
8	10/15/2001	CH	8
9	10/15/2001	CH	9
10	10/15/2001	CH	10

PROPOSED WEATHERLY CLUB DRIVE EXTENSION (80' ROW)



GRAPHIC SCALE



PLOTTED @ 1" = 500'

NO.	DATE	BY	REVISION
1	10/15/2001	CH	1
2	10/15/2001	CH	2
3	10/15/2001	CH	3
4	10/15/2001	CH	4
5	10/15/2001	CH	5
6	10/15/2001	CH	6
7	10/15/2001	CH	7
8	10/15/2001	CH	8
9	10/15/2001	CH	9
10	10/15/2001	CH	10

Inst. # 1001-44669-1222

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