

Inst # 2000-04454

Shelby

RIGHT OF WAY EASEMENT

THIS INDENTURE, made as of the 10TH day of February, 2000, between GREAT EASTERN TIMBER COMPANY 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 over Grantor's land in Shelby County, Alabama, more particularly described on the attached Exhibit A which, by this reference, is hereby incorporated herein ("Easement Area").

The easement hereby created and conveyed benefits the land owned by the Grantee in said County and State being more particularly described on Exhibit B 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, 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.

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.

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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:

GREAT EASTERN TIMBER COMPANY LLC

By: Hancock Natural Resource Group, Inc., its Manager

By: 
Name: Daniel P. Christensen
Title: Senior Vice 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)

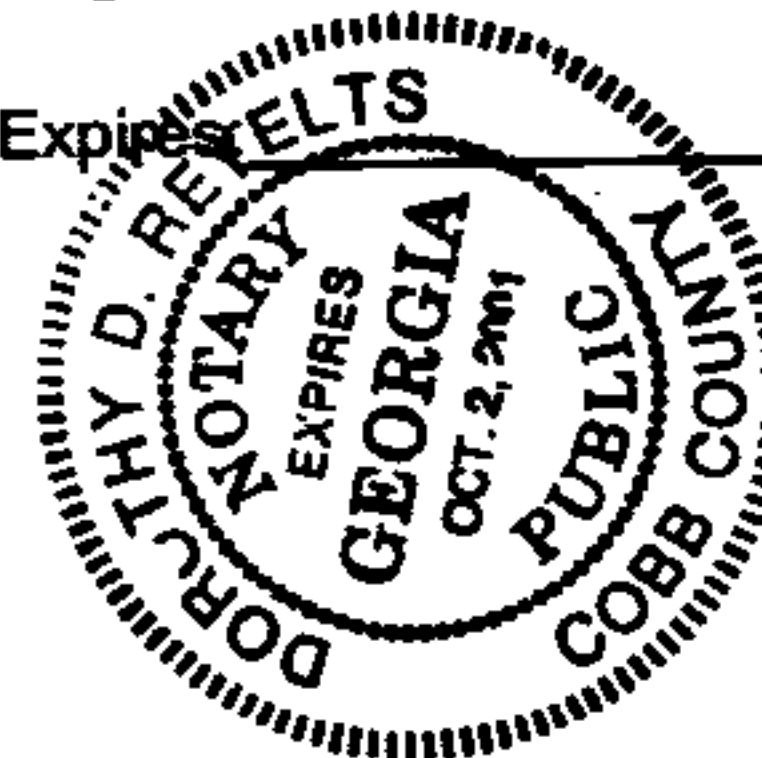
STATE OF GEORGIA)
COUNTY OF FULTON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Daniel P. Christensen, whose name as Senior Vice President of Hancock Natural Resource Group, Inc., Manager of Great Eastern Timber Company 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 corporation.

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

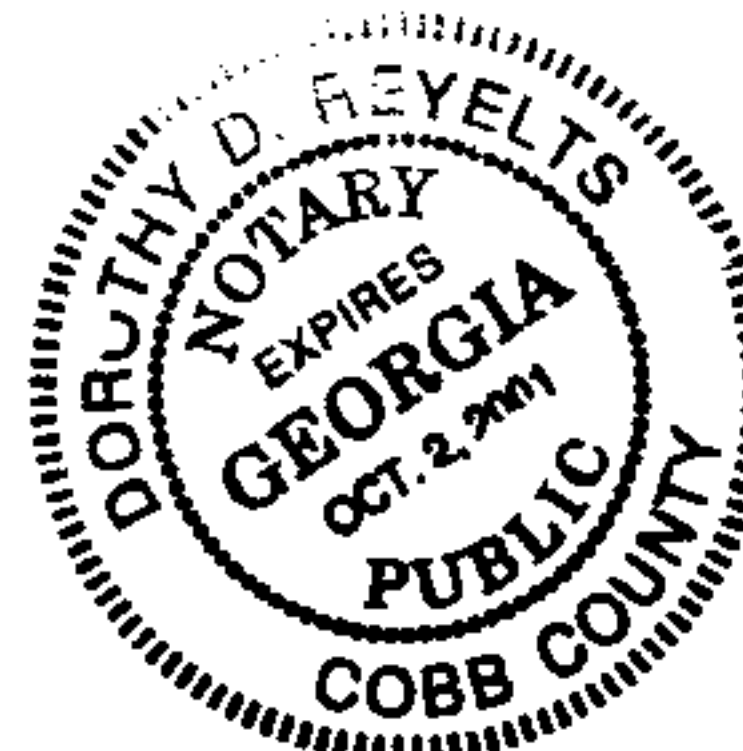


EXHIBIT A

Bell South Mobility

Easement

An easement being 35.00 feet in width for ingress, egress and utilities on, over and across part of the East One Half of the Southeast Quarter of Section 25, Township 19 South, Range 1 West and part of the West One Half of the Southwest Quarter of Section 30, Township 19 South, Range 1 East, all in Shelby County, Alabama and being more particularly described as follows: Commence at a stone monument at the Southeast corner of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama and run on a state plane bearing (Alabama West Zone State Plane Baring NAD 83) of North 36 deg. 12 min. 32 sec. West for a distance of 1,154.96 feet; thence 15 deg. 13 min. 11 sec. left and run North 51 deg. 25 min. 43 sec. West for a distance of 17.50 feet to the point of beginning of the centerline of said easement being 35.00 feet in width for ingress, egress and utilities and being 17.50 feet each side the following described centerline; thence 90 deg. 00 min. right and run North 38 deg. 34 min. 17 sec. East along said centerline for a distance of 173.90 feet to the beginning of a curve to the right, said curve to the right having a radius of 670.39 feet and a central angle of 8 deg. 31 min. 51 sec.; thence in a Northeasterly direction along the arc of said curve to the right and said centerline for a distance of 99.82 feet to the end of said curve to the right; thence at tangent to said curve run North 47 deg. 06 min. 08 sec. East along said centerline for a distance of 84.96 feet to the beginning of a curve to the right, said curve having a radius of 2,354.20 feet and a central angle 2 deg. 26 min.; thence in a Northeasterly direction along the arc of said curve to the right

and said centerline for a distance of 99.98 feet to the end of said curve to the right; thence at tangent to said curve run North 49 deg. 32 min. 08 sec. East along said centerline for a distance of 244.70 feet to the beginning of a curve to the left, said curve to the left having a radius of 138.99 feet and a central angle of 24 deg. 21 min. 38 sec.; thence in a Northeasterly direction along the arc of said curve to the left and said centerline for a distance of 59.09 feet to the end of said curve to the left; thence at tangent to said curve run North 25 deg. 10 min. 30 sec. East along said centerline for a distance of 06.19 feet to the beginning of a curve to the right, said curve to the right having a radius of 221.07 feet and a central angle of 20 deg. 30 min. 45 sec.; thence in a Northeasterly direction along the arc of said curve to the right and said centerline for a distance of 79.14 feet to the end of said curve to the right; thence at tangent to said curve run North 45 deg. 41 min. 15 sec. East along said centerline for a distance of 163.93 feet to the beginning of a curve to the left, said curve to the left having a radius of 419.84 feet and a central angle of 13 deg. 34 min. 59 sec.; thence in a Northeasterly direction along the arc of said curve to the left and said centerline for a distance of 99.53 feet to the end of said curve to the left; thence at tangent to said curve run North 32 deg. 06 min. 16 sec. East along said centerline for a distance of 141.81 feet to the beginning of a curve to the right, said curve to the right having a radius of 228.92 feet and a central angle of 17 deg. 23 min. 08 sec.; thence in a Northeasterly direction along the arc of said curve to the right and said centerline for a distance of 69.46 feet to the end of said curve to the right; thence at tangent to said curve run North 49 deg. 29 min. 24 sec. East along said centerline for a distance of 264.90 feet to the beginning of a curve to the right, said curve to the right having a radius of 233.03 feet and a central angle of 24 deg. 13 min. 13 sec.; thence in a Northeasterly direction along the arc of said curve to the right and said centerline for a distance of 98.51 feet to the end of said curve to the right;

thence at tangent to said curve run North 73 deg. 42 min. 37 sec. East along said centerline for a distance of 37.23 feet to the beginning of a curve to the left, said curve to the left having a radius of 215.37 feet and a central angle of 38 deg. 24 min. 03 sec.; thence in a Northeasterly direction along the arc of said curve to the left and said centerline for a distance of 144.34 feet to the end of said curve to the left; thence at tangent to said curve run North 35 deg. 18 min. 34 sec. East along said centerline for a distance of 95.75 feet to a point on the South edge of the asphalt pavement of the East bound lanes of U.S. Highway No. 280, said point being the point of ending of the centerline of said easement being 35.00 feet in width for ingress, egress and utilities. Except that part of said easement lying within the right of way of U.S. Highway No. 280. All bearings in the above description are Alabama West Zone State Plane Bearings NAD 83.

EXHIBIT B

Bell South Mobility Tower Site

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows: Commence at a stone monument at the Southeast corner of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama and run on a state plane bearing (Alabama West Zone State Plane Bearing NAD 83) of North 36 deg. 12 min. 32 sec. West for a distance of 1,154.96 feet to the point of beginning of the property herein described; thence 15 deg. 13 min. 11 sec. Left and run North 51 deg. 25 min. 43 sec. West for a distance of 70.00 feet; thence 90 deg. 00 min. left and run South 38 deg. 34 min. 17 sec. West for a distance of 142.85 feet; thence 90 deg. 00 min. left and run South 51 deg. 25 min. 43 sec. East for a distance of 70.00 feet; thence 90 deg. 00 min. left and run North 38 deg. 34 min. 17 sec. East for a distance of 142.85 feet to the point of beginning.

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