

GRANT OF EASEMENT

R.E. No. CAHABA CH1

THIS INDENTURE made this 22nd day of November, 2000, between CAHABA FORESTS, LLC, a Delaware limited liability company, having a mailing address of c/o Hancock Natural Resources Group, Inc., at 99 High Street, 26th Floor, Boston, Suffolk County, Massachusetts 02110, GRANTOR, and the SHELBY COUNTY COMMISSION, a public entity, GRANTEE.

WITNESSETH, That the Grantor, in recognition of the benefits to be derived by the enhancement of the property of the Grantor, and for other good and valuable consideration to it in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY and TRANSFER to the Grantee an easement or right-of-way sixty feet (60') in width, thirty feet (30') on either side of the centerline of an existing Shelby County Road known as Maplewood Lane located approximately two (2) miles north of Starrett off of County Road 55 as shown on Exhibit "A" annexed hereto and incorporated herein by reference (Easement Area), for the enhancement, improvement, grading, paving and widening of that existing roadway being more particularly described as follows:

Beginning at a point on County Road 55 in the Southeast Quarter (SE 1/4) of Section 18, Township 18 South, Range 2 East; thence northerly and westerly to a point on the centerline of Maplewood Lane in the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 18 Township 18 South, Range 2 East. The road has an approximate length of .60 miles.

Said Easement Area traverses that certain tract of land owned by Grantor situate, lying and being located in Shelby County, Alabama, being more particularly described as follows:

TOWNSHIP 18 SOUTH, RANGE 2 EAST

Section 18 South Half of the Northeast Quarter (S 1/2 NE 1/4); Northeast Quarter of the North Half of the Southeast Quarter (NE 1/4 N 1/2 SE 1/4).

Being a portion of premises conveyed to Grantor by Deed dated February 10, 2000, and recorded in Deed Book 167, Page 2000-0495, in the Office of the Judge of Probate of Shelby County, Alabama.

TO HAVE AND TO HOLD same, with all rights and appurtenances thereunto belonging, unto said Grantee, its successors or assigns, for the purpose of doing all acts necessary for the construction, operation, alteration, inspection, maintenance, repair, renewal or replacement of said roadway and any other facilities appurtenant thereto until such time as the use of this easement is relinquished or abandoned, at which time title to said Easement Area shall revert back to Grantor, its successors or assigns;

TOGETHER WITH the following rights and privileges:

1. of ingress and egress to and from said Easement Area by such reasonable route or routes as shall occasion the least practicable damage or inconvenience to Grantor, including private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery and equipment as may be desirable; provided that, except in emergencies, existing roads and ways thereon shall be used only to the extent that they afford access to and from said Easement Area; and
2. to clear and keep cleared from said Easement Area all undergrowth, stumps, roots, brush, overhanging branches and structures (other than ordinary fences, but when Grantee requires, such fences may be opened and reclosed, temporarily removed and replaced, or gates may be provided therein by Grantee); and to trim and cut down and clear away any trees in said Easement Area which, in the opinion of Grantee, may now or hereafter pose a hazard to or interfere with the exercise of Grantee's rights hereunder; provided, however, that all trees Grantee is authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Grantor, but all branches, brush, stumps, roots, undergrowth and refuse wood shall be burned, removed or chipped and scattered by Grantee.
3. to improve inlet and outlet ditches for the purpose of properly providing drainage.

PROVIDED, HOWEVER, that nothing contained herein shall otherwise affect or impair Grantor's rights as fee owner of the property of which said Easement Area is a part and any and all property of Grantor adjacent thereto, especially to the full use and enjoyment thereof;

PROVIDED FURTHER, that the Grantee, in the exercise of the rights granted hereunder shall perform all permitted work in a good and workmanlike manner and shall repair any and all damage outside the easement area caused by Grantee in the exercise of the rights and privileges herein granted.

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Grantor does hereby covenant that it is lawfully seized and possessed of the real estate comprising said Easement Area and has a good and lawful right to convey the same or any part thereof.

The rights, conditions and provisions of this Grant of Easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, on the day and year first-above written, the Grantor has caused these presents to be signed in duplicate in its name and behalf by Julie H. Indge, a Treasurer of Hancock Natural Resource Group, Inc., its Investment Manager duly authorized to act on Grantor's behalf.

Signed, sealed and delivered
in the presence of:

CAHABA FORESTS, LLC, GRANTOR
By: Hancock Natural Resource Group, Inc.,
its Investment Manager

Sheila Wallingford
Sheila Wallingford

by Julie H. Indge
Julie H. Indge Treasurer

Roseann Carbone
Roseann Carbone

ATTEST:

Antoniette Ricci
Antoniette Ricci Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS)
)ss
COUNTY OF SUFFOLK)

I, Deanna Garland, a Notary Public in and for said County and Commonwealth, hereby certify that Julie H. Indge, whose name as 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, she, as such officer and with full authority, executed the same voluntarily (on the day the same bears date) for and as the act of said corporation.

Given under my hand and official seal on November 22, 2000.

Deanna Garland
Deanna Garland Notary Public
My commission expires: April 14, 2006

ACCEPTED BY:
SHELBY COUNTY COMMISSION, GRANTEE

By Alex Dadehock
Name: Alex Dadehock
Title: County Manager

PREPARED BY:

JOHN HANCOCK LIFE INSURANCE COMPANY
Real Estate Law Department
John Hancock Place
Post Office Box 111
Boston, MA 02117

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