

RESIDENTIAL ACCESS EASEMENT

R.E. No. CAHABA CH1

THIS INDENTURE, made this 8th day of January, 2001, between CAHABA FORESTS, LLC, a Delaware limited liability company 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 IDA M. SUMMERS, GRANTEE.

WITNESSETH: That

The Grantor, for valuable consideration, the sufficiency and receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, TRANSFER and CONVEY to Grantee a permanent, non-exclusive, access easement thirty feet (30') in width, (easement area) being fifteen feet (15') on each side of the centerline of an existing roadway located approximately as shown on Exhibit A attached hereto and by this reference incorporated herein and being more particularly described therein.

The aforesaid easement area crosses land owned by the Grantor in the County of Shelby, State of Alabama, described as follows:

TOWNSHIP 18 SOUTH, RANGE 2 EAST

Section 18: The Northwest Quarter of the Southeast Quarter of the Northeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$), and
The Southeast Quarter of the Northwest Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$),

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

EXCEPTING AND RESERVING in Grantor any and all timber standing or growing within said Easement Area.

The easement hereby created and conveyed is subject, as to said lands, to all matters of public record.

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 the sole purpose of construction, reconstruction, use and maintenance of said roadway for residential ingress and egress only to and from that parcel of real estate now owned by Grantee also situated in said County of Shelby, State of Alabama, and being more particularly described as follows:

(See Exhibit B attached hereto and made a part hereof.)

No permission is being granted hereunder for the installation or maintenance of utilities or overhead electric service transmission lines within said Easement Area; it being UNDERSTOOD and AGREED, however, that, in the event Grantee ever requires utility service to the property benefited by this Easement, Grantor hereby agrees to negotiate with and grant to the local utility company an easement which will allow for the provision of its services over along, under or across said Easement Area.

2. Grantor reserves for itself, its successors and assigns, as the owners of the contiguous portions of the servient estate, the right, at all times and for any purpose, to cross and recross said road at any place, on grade or otherwise, and to use said easement area in a manner that will not unreasonably interfere with the rights granted to the Grantee herein.
3. Grantor may grant to third party owners of contiguous portions of the servient estate, upon such terms as it chooses, any or all of the rights reserved by it herein.
4. Grantee may construct or pave a permanent road over said easement area; provided, however, that such construction or paving will allow access over the completed roadway of logging trucks and/or equipment which weigh up to 100,000 lbs. and are owned by or operated on behalf of Grantor. Any damage caused to said roadway as a result of passage thereover by said trucks and/or equipment which results from the inadequacy of the paved roadway to accommodate such usage is to be borne by Grantee.
5. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. When any party uses the road, that party shall perform or cause to be performed, or

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contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when the road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced.

6. Grantee shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by its use which is in excess of that which would be caused 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.
7. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.
8. Grantee shall have the right to clear and keep cleared from said easement area all undergrowth, stumps, roots, brush trees and overhanging branches; and except during initial construction of a permanent roadway, Grantee is further permitted to remove those trees in the way of such construction.
9. Grantee may not assign its rights and obligations under this Easement without having first obtained the prior written consent of the Grantor. This easement shall be considered appurtenant to that parcel described in sub-paragraph 1. hereof; provided, however, that each transferee of said property agrees in writing to be bound by all the terms and conditions of this easement.
10. Grantee agrees to defend, indemnify and save harmless the Grantor, its successors and assigns, form and against all causes of action, litigation, cost, loss, liability, damages and expense (including attorneys' fees) for injuries sustained by or the death of Grantee, its contractors, agents, employees, representatives, invitees or others, and damage to or loss of property belonging to Grantee, its contractors, agents, employees, representatives, invitees or others, arising out of or in any way connected with the use of said Easement Area by the Grantee its contractors, agents, employees, representatives, invitees or others and not caused by or the direct result of any action(s) by the Grantor, its contractors, agents, employees, representatives or invitees.
11. Grantee has, or will secure prior to the use and operation of said Easement Area, a homeowner's primary policy of insurance, or an endorsement to an existing homeowner's primary policy of insurance, which provides Grantee with coverage for property damage or personal injuries which may be sustained by Grantee, or the agents, representatives, guests and invitees of Grantee, in the exercise of the rights conveyed hereunder, which policy or endorsement shall be in a form, in such amounts and from such insurer as is deemed reasonably satisfactory to Grantor, and same shall name Grantor as an insured thereunder. Grantee shall provide Grantor with written evidence of insurance, signed and warranted by an authorized representative of the insurer, indicating that such coverage is in force, that the premium therefor has been paid, that Grantor has been named an insured thereunder and that such coverage will not be canceled and modified until thirty (30) days after Grantor has been notified of the proposed cancellation or modification. In the event Grantee fails to provide such coverage, or annual evidence thereof, Grantor shall have the right to terminate this Grant of Easement by filing a Notice of such termination in the Office of the Clerk of Probate of Shelby County, Alabama.
12. If, for a period of 10 years, Grantee shall cease to use or preserve said road or any portion thereof for prospective future use, this easement shall automatically terminate without notice; and Grantee, its successors and assigns, hereby agree that they shall, at Grantor's sole option, and in form and substance satisfactory to Grantor, quitclaim to said Grantor all of Grantee's right, title and interest hereunder.

Nothing contained herein shall otherwise affect or impair Grantor's rights as fee owner of the above-described property and any property adjacent thereto, especially to the full use and enjoyment thereof.

The rights, conditions and provisions of this indenture 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, the parties hereto have executed this instrument, in duplicate, to become effective as of the day and year first above written.

ATTEST:

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

Antionette Ricci
Antionette Ricci, Secretary

by Kevin J. McWilliams
Kevin J. McWilliams, Assistant Treasurer

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF SUFFOLK

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I, Susan Bury Marr, 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 behalf of Hancock Natural Resource Group, Inc., in its capacity as Manager of CAHABA FORESTS, LLC for and as the act of said Grantor.

Given under my hand and official seal on January 8, 2001.



Susan Bury Marr Notary Public

My commission expires January 26, 2007

At a meeting of the Board of Directors of HANCOCK NATURAL RESOURCE GROUP, INC., held on November 4, 1997, a quorum being present and acting throughout, it was

VOTED: That the Executive Managing Director, any Managing Director, the President, any Senior Vice President, any Vice President, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Director of Operations and Stewardship, the Director of Acquisitions, the Director of CalPERS account, the Northwest Region Manager, the Manager of Acquisitions, the CalPERS Forest Operations Manager, the South Region Manager, the South Region Forester and the Northeast Region Manager of the Company, or any one of them, are hereby authorized to execute and seal with the corporate seal, acknowledge and deliver any and all instruments required in connection with any authorized investment, sale, loan, pledge, or other transaction managed by the Company on behalf of John Hancock Life Insurance Company or on behalf of its other clients.

On this 8th day of January, 2001, I hereby certify that the above is a true copy of a vote passed November 4, 1997, by the Board of Directors of HANCOCK NATURAL RESOURCE GROUP, INC.; that the same still remains in full force and effect; that this certificate is attached to an instrument required in connection with an authorized transaction managed by the Company on behalf Cahaba Forests, LLC; and that Kevin J. McWilliams is an Assistant Treasurer of the Company, an appropriate officer to execute said instrument.


Antoniette Ricci, Secretary

ACCEPTED BY:


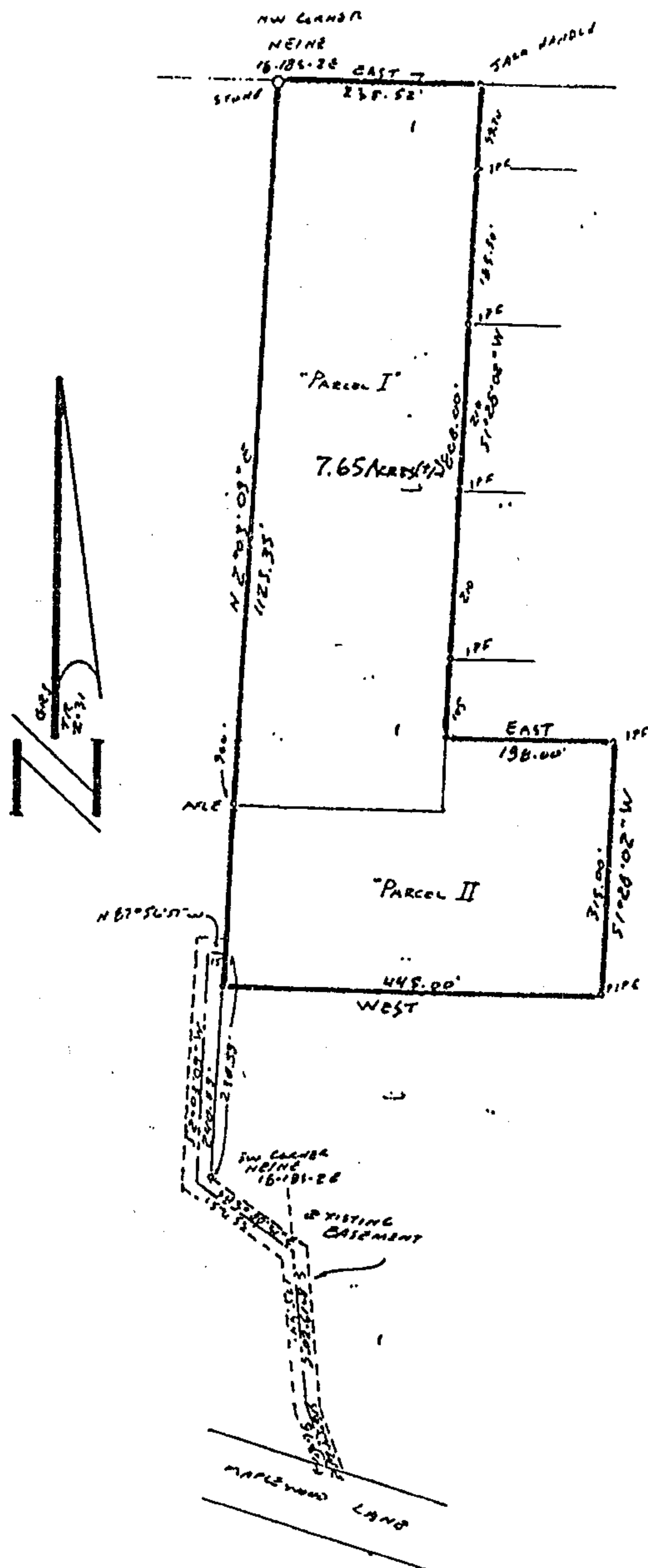

IDA M. SUMMERS

EXHIBIT A



STATE OF ALABAMA:
SHELBY COUNTY:

Commence at the Southwest corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 18 South, Range 2 East; run N 2°03'09" E along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 238.59 feet to the point of beginning of the line herein described; run N 87°56'51" W a distance of 15.00 feet; run S 2°03'09" W a distance of 240.69 feet; run S 43°00'31" E a distance of 157.53 feet to the center-line of an existing easement; run S 8°19'20" E a distance of 175.44 feet; run S 16°54'24" E a distance of 91.00 feet, more or less, to the northeasterly line of the public road known as Maplewood Lane and the end-point of this line.

EXHIBIT B

STATE OF ALABAMA:

SHELBY COUNTY:

Begin at the Northwest corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 18 South, Range 2 East; proceed East along the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 235.52 feet; run S $1^{\circ}28'02''$ W a distance of 808.00 feet; run East a distance of 198.00 feet; run S $1^{\circ}28'02''$ W a distance of 315.00 feet; run West a distance of 445.00 feet; run N $2^{\circ}03'09''$ E along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1,123.35 feet to the point of beginning. Containing 7.65 acres, more or less.

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