

RIGHT-OF-WAY AGREEMENT

THIS RIGHT-OF-WAY AGREEMENT made and entered into this the 25th day of ^{September}~~July~~, 2001, by and between **CAHABA FORESTS, LLC**, a Delaware limited liability company (hereinafter "Cahaba Forest"), and **PRESBYTERY OF SHEPPARDS AND LAPSLEY** (hereinafter "Presbytery").

WITNESSETH:

WHEREAS, Presbytery desires to obtain rights of ingress and egress from Cahaba Forest necessary for Presbytery to access premises and construct, install and maintain public utilities and improvements subject to the terms and conditions hereinafter set forth; and

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereafter set forth, and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. GRANT OF INGRESS AND EGRESS.

(a) Right-of-way. Cahaba Forest does hereby grant, sell, and convey unto Presbytery, its successors and assigns, to have and to hold a ten (10) feet wide non-exclusive right of ingress and egress over and across Cahaba Forest's property described on **Exhibit A** attached hereto, in order to permit Presbytery and Presbytery's designees the right of ingress and egress to and from Presbytery's property described on **Exhibit B** for the purposes of operating a retreat, which right includes the right to survey, lay, install, construct, operate, alter, inspect, maintain, replace and repair utility lines and the necessary public improvements and to maintain such right-of-way in accordance with the terms hereof. Except for situations specifically provided for herein, no fence or other barrier which would unreasonably prevent or obstruct the passage of pedestrian or vehicular travel for the purposes herein permitted shall be erected or permitted within or across the Right-of-way; provided, however, that the foregoing provision shall not prohibit the installation of convenience facilities of a non-religious and non-denominational nature (such as mailboxes, public telephones, benches or public transportation shelters) of landscaping, berms or planters, nor of limited curbing and other forms of traffic control; provided that such conveniences do not damage any trees on Cahaba Forest's remaining property or obstruct the access of vehicles over the right of way or other property of Cahaba Forest and further provided that Cahaba Forest shall have no liability for any damage to such facilities.

(b) Maintenance. In acknowledgment of granted Right-of-way, Presbytery shall maintain the Right-of-way in at least as good of condition as exists at the time this Agreement is signed, subject to any potential damage to said Right-of-way caused by Cahaba Forest's timbering, lumbering or other commercial activities and shall maintain liability insurance in an amount not less than \$2,000,000.00 per occurrence that covers such right of way.

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(c) Indemnification. Presbytery indemnifies Cahaba Forest for any losses, cost or damages (including without limitation reasonable attorneys' fees) arising out of Presbytery's use or misuse of the right of way.

2. RESERVATION OF RIGHTS. Cahaba Forest reserves to itself, its successors and assigns, the right of ingress and egress over such right of way, by foot or vehicle, and to install, construct, repair and maintain certain facilities, including, but not limited to, roads, parking lots, fences, conduits, drain pipes and utility lines of every kind whatever over, under, and across the above-described property and including without limitation the right to grant easements to any and all public utilities to install, construct, repair and maintain such utility lines, provided only that such facilities do not unreasonably interfere with Presbytery's use and enjoyment of the Right-of-way granted hereby.

3. MISCELLANEOUS.

(a) Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or deposited in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the party to whom such notice relates at the following addresses:

IF TO CAHABA FOREST:

Cahaba Forest Management, Inc.
3891 Klein Road
Harpersville, AL 35078
Attn: Alan Bruce

IF TO PRESBYTERY:

Presbytery of Sheppards and Lapsley
3603 Lorna Ridge Drive
Birmingham, AL 35216

or at such alternative addresses as may be specified by the parties by notice given in the manner provided herein.

(b) Binding Effect and Entire Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. However, Presbytery may not assign the benefits of this right of way if the use intended by such assignee is more intense than that of Presbytery. No alteration, modification or change of this Agreement shall be valid except by an agreement in writing executed by the parties hereto.

(c) Governing Law. This Agreement shall be construed and enforceable in accordance with, and be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CAHABA FORESTS, LLC

By: Hancock Natural Resource
Group, Inc.

By: Julie H Indge

Title: Julie H. Indge

Date: July 24, 2001

**PRESBYTERY OF SHEPPARDS
AND LAPSLEY**

By: James T. L


Title: Trustee

Date: 25 Sep 2001

COMMONWEALTH OF MASSACHUSETTS)
SUFFOLK COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Julie H. Indge, as Treasurer of Hancock Natural Resource Group, Inc., a Delaware corporation, as the Manager of Cahaba Forests, LLC, a Delaware limited liability company, 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 foregoing instrument, she, in her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, as the Manager of said limited liability company, on the day the same bears date.

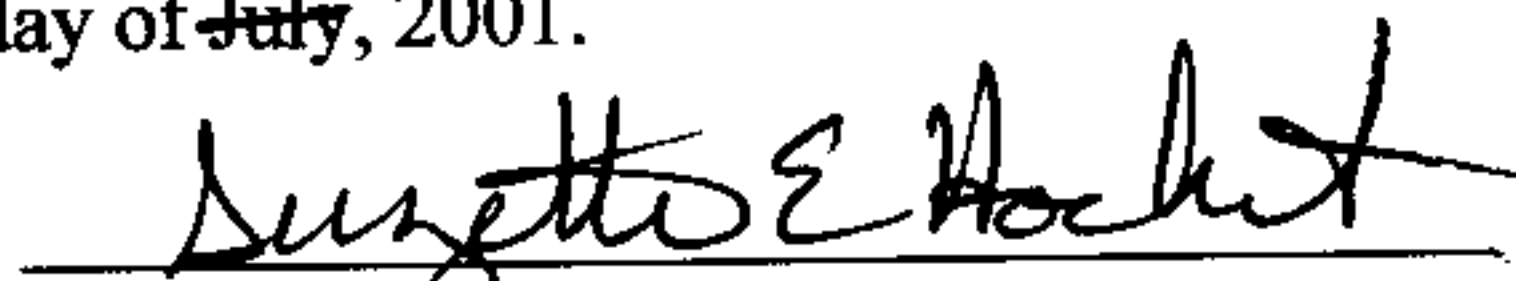
Given under my hand this the 24th day of July, 2001.


Maria L. DeAndrade, Notary Public
My Commission expires: September 18, 2003

STATE OF ALABAMA)
~~SHELBY~~ COUNTY)
~~JEFFERSON~~

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Frank S. James, III, as Trustee of Presbytery of Sheppards and Lapsley, a corporation, 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 foregoing instrument, he, in his capacity as such trustee and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 25th ^{September} day of ~~July~~, 2001.


Notary Public

My Commission Expires: Suzette E. Hockett
Notary Public of Alabama
My Commission Expires 10-07-2003

Exhibit A

A ten (10) foot wide permanent right-of-way situated $\frac{1}{4}$ mile through the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 21 South, Range 4 West, Shelby County, Alabama, and over existing road located on property particularly shown on the attached map.

A ten (10) foot wide permanent right-of-way situated $\frac{1}{4}$ mile through the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 36, Township 2 South, Range 5 West, Shelby County, Alabama, and over existing road located on property particularly shown on the attached map.

Exhibit B

Bibb County

Section 26: That part of W $\frac{1}{2}$ of SE $\frac{1}{4}$ lying east of the Cahaba River

Section 35: That part of W $\frac{1}{2}$ of NE $\frac{1}{4}$ lying east of the Cahaba River and that part of SE $\frac{1}{4}$ lying east of the Cahaba River.

Section 36: SW $\frac{1}{4}$ of SW $\frac{1}{4}$ and $\frac{2}{3}$ interest in NW $\frac{1}{4}$ of SW $\frac{1}{4}$.

All lying in Township 21 South, Range 5 West, Bibb County, Alabama.

Shelby County

Section 25: That part of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ lying south and west of Cahaba River and that part of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ lying north and west of the Cahaba River.

Section 26: That part of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ lying south of the Cahaba River and that part of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ lying north and west of the Cahaba River.

Section 35: That part of E $\frac{1}{2}$ of NE $\frac{1}{4}$ lying west and south of the Cahaba River.

All lying and being in Township 21 South, Range 5 West, Shelby County, Alabama

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