

GRANT OF EASEMENT

R.E. No. CAHABA CH1 (CB1104)

THIS INDENTURE, made this 8th day of June, 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 BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation, Grantee.

WITNESSETH, That the Grantor, for the sum of One and 00/100 Dollars, (\$1.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY and TRANSFER to the Grantee, its successors and assigns, an easement thirty feet (30') in width (Easement Area), to construct, operate, maintain, repair and replace systems of communications, facilities or related services required by Grantee upon, over and under that certain tract of land situate, lying and being located in Shelby County, Alabama, being more particularly delineated on that survey entitled "Proposed Bellsouth Easement" dated October 25, 2000, prepared by Jim C. McCullers, P.L.S., a copy of which is annexed hereto as Exhibit "A" and made a part hereof, to which reference may be made for a more particular description, which Easement Area lies within lands of Grantor in said County and State being more particularly described as follows:

TOWNSHIP 18 SOUTH, RANGE 2 EAST

Section 18: The Southeast Quarter of the Southeast Quarter of the Northeast Quarter
(SE 1/4 SE 1/4 NE 1/4);

BEING a portion of the Premises conveyed to Grantor by deed dated February 10, 2000, recorded with the Office of Probate of Shelby County, Alabama as Inst. #2000-04451.

TOGETHER WITH the right to take the following actions necessary and appropriate thereto:

1. the right of ingress and egress at all times, to and from said Easement Area by any and all officers, agents, and workmen of Grantee and its contractors by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, including private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery, supplies 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 to construct, reconstruct, work upon, repair, alter, inspect and in general do any and all other thing necessary or convenient to maintain and operate said transmission lines;
2. the right to install, operate and maintain cables and other equipment appurtenant thereto for providing communication services to its customers;
3. the right to clear, and keep cleared, from said Easement Area all trees, undergrowth, stumps, and roots and all structures (other than ordinary fences, but when Grantee desires such fences may be opened and reclosed or temporarily removed and replaced, or Grantee may provide suitable gates therein); provided, however, that all trees so cut, if valuable for timber or wood, shall continue to be the property of Grantor, but all cut or removed undergrowth, brush, stumps, roots, overhanging branches and refuse wood shall be burned, removed or chipped and scattered by Grantee.

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

1. no buildings, wells, septic tanks, absorption pits, underground or overhead storage tanks, or burial ground shall be placed upon said Easement Area; and
2. Grantee's facilities shall in no way be interfered with or endangered by the Grantor, its successors or assigns.

AND PROVIDED FURTHER, that the Grantee, in the exercise of the rights granted herein shall permit no action to be committed, either by them, their agents, representatives or assigns, that may be detrimental or hazardous to Grantor's use of its property;

It being UNDERSTOOD and AGREED between the parties hereto that:

1. any and all structures, wires, and appurtenant facilities installed by Grantee shall be and remain the property of Grantee and may be removed by it at any time and from time to time, provided, however, that Grantee shall be responsible for any and all costs and expenses involved in said removal and for the repair of any and all damages caused as a result thereof;
2. Grantee shall be responsible for any and all costs and expenses involved in the use, operation and maintenance of the within easement and for the repair of any and all damage caused by Grantee in the exercise of the rights and privileges herein granted, other than damage to property provided herein to be cleared or removed by Grantee, and including but not limited to damage to any bridge

10/29/2001-46555
02:30 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CH 20.00

Inst # 2001-46555

- or road, lawn, driveways, shrubbery, trees, fences, irrigation or drainage ditches and/or equipment and growing crops, if any there be, on Grantor's premises;
3. if the amount of any damage as set forth herein, cannot be mutually agreed upon, then same shall be determined by a panel of arbitrators composed of three disinterested persons, of whom Grantor and Grantee shall each appoint one and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder;
4. Grantee shall indemnify and hold harmless the Grantor, its agents, employees and/or representatives, from and against all claims, damages, losses, suits and action, including attorney's fees, arising or resulting from the installation, construction, operation, maintenance, repair, renewal, replacement or removal of said telephone cable under said Easement Area, unless same is caused by the negligence of Grantor, its agents, employees and/or representatives.

Grantor does hereby covenant that it is lawfully seized and possessed of the real estate of which said Easement Area is a part 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, 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)ss
)

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 June 8, 2001.

My commission expires January 26, 2007

Susan Bury Marr
Susan Bury Marr Notary Public

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 June, 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
Antoniette Ricci, Secretary

ACCEPTED BY:

BELLSOUTH TELECOMMUNICATIONS, INC.

By: John J. Benedict

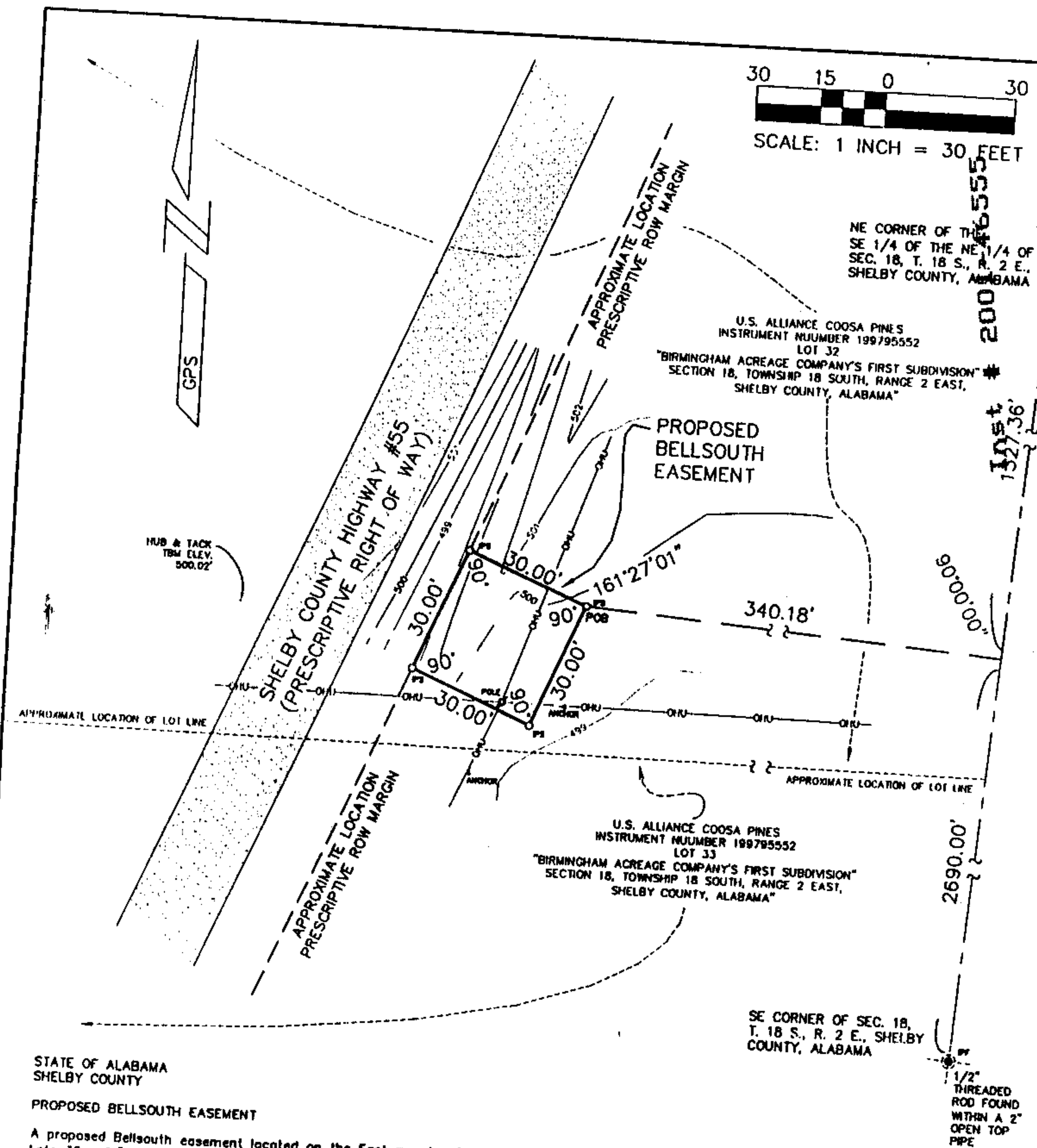
Name:

Its:

thereunto duly authorized



EXHIBIT A



STATE OF ALABAMA
SHELBY COUNTY

PROPOSED BELLSOUTH EASEMENT

A proposed Bellsouth easement located on the East margin of prescriptive right of way for Shelby County Highway #55, said easement being also located on Lots 32 of "BIRMINGHAM ACREAGE COMPANY'S FIRST SUBDIVISION" said easement being in the Southeast quarter of the Northeast quarter of Section 18, Township 18 South, Range 2 East, Shelby County Alabama, said easement being more particularly described as follows:

Commence at the Northeast corner of the Southeast quarter of the Northeast quarter of Section 18, Township 18 South, Range 2 East, Shelby County Alabama, and

Commence at the Northeast corner of the Southeast quarter of the Northeast quarter of Section 18, Township 18 South, Range 2 East; thence proceed Southerly along the East boundary of said quarter-quarter Section for 1327.38 feet to an point, thence turn a deflection angle right of 90°00'00" and proceed Westerly for 340.18 feet to the POINT OF BEGINNING, which is an iron pin set, thence turn a deflection angle to the right of 18°32'01" and proceed 30.00 feet to an iron pin set on the East margin of prescriptive right of way for Shelby County Highway #55; thence turn a deflection angle left of 90°00'00" and proceed, along said East prescriptive right of way margin for 30.00 feet to an iron pin set; thence, leaving said East prescriptive right of way margin turn a deflection angle left of 90°00'00" and proceed for 30.00 feet to an iron pin set; thence, leaving said East prescriptive right of way margin turn a deflection angle left of 90°00'00" and proceed for 30.00 feet to an iron pin set; thence turn a deflection angle left of 90°00'00" and proceed for 30.00 feet to the POINT OF BEGINNING. Said easement contains 900± square feet or 0.02± acres.

I hereby state that all parts of this survey and drawing have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama to the best of my knowledge, information and belief.

Surveyors Signature:

Mr. C. McCullers, P.L.S.

Date: October 26, 2000

Alabama License No. 15154

GENERAL NOTES:

Surveyor did not conduct a title search and offers no opinion as to title.

Other utilities may exist other than shown or mentioned. Surveyor accepts no responsibility for research in this matter.

It is intended for this easement to encompass Bellsouth cables or equipment. If at any time the

Basis of bearing is GPS observations.

Elevations and contours are based on GPS observations. A HUB & TACK was set as a TBM with an ELEVATION of 500.02 feet as indicated on above drawing.
Contour interval is one foot.

LEGEND

PP	● IRON PIN FOUND	—U—	OVERHEAD UTILITY LINES
OP	○ IRON PIN SET	—C—	POUR
CS	■ CONCRETE INCREMENT FOUND	—S—	UNDERGROUND
CSB	□ CONCRETE INCREMENT SET	—L—	RECORD
PF	PK NAG. FOUND	—D—	NOT TO SCALE
PFH	PK NAG. SET	—A—	ACRES
SP	NR SPIKE FOUND	—R—	CONTINUOUS
		—E—	SPENT OF WAY
		—CBT—	LAWNMENT
Δ	CALCULATED POINT	—UL—	UNDERGROUND BUILDING LINE
⊙	UTILITY POLE	—OB—	OUTSIDE BRACKET
—	CONTAIN LINE	—MB—	MAP BOOK
		—SB—	DEED BOOK
		—PS—	PAGE
		—PFB—	POINT OF BEGINNING
		—PFT—	POINT OF ESTABLISHMENT

BELLSOUTH INFORMATION
P29 - 14 HWY. 55 N
PM TOOL # 18082

McCULLERS-CAPPS & ASSOCIATES, INC.
Surveyors-Mappers-Consultants
(205) 941-1519
85 Bagby Drive, Suite 108
Birmingham, Alabama 35209

PROPOSED BELLSOUTH EASEMENT
NEAR SHELBY COUNTY HWY. 55
NORTH OF STERRETT
SEC. 18, T. 18 S, R. 2 E.
SHELBY COUNTY, ALABAMA

date 10/25/2000	job no. 00132	dwn. by JPM	dwg. no. 1	rev. 0
scale: 1" = 30'	f.b. no. 350	chkd. by GML		