

GRANT OF EASEMENT

R.E. No. CH-CH01

THIS INDENTURE, made this 14th day of April, 2003, between CAHABA FORESTS, LLC, a Delaware limited liability company and having its principal place of business in Boston, Suffolk County, Massachusetts, GRANTOR, and WILLIAM F. SPRATLIN, GRANTEE.

WITNESSETH: That

3500⁰⁰

The Grantor, for valuable consideration, the sufficiency and receipt of which is hereby acknowledged, hereby grants and conveys to grantee, its successors and assigns, a permanent non-exclusive forestry road easement thirty (30) feet in width, being fifteen (15) feet on each side of the centerline of a road being more particularly described on the attached Exhibit A which, by this reference, is hereby incorporated herein ("Easement Area"). The aforesaid Easement Area crosses land owned by the Grantor in the County of Shelby, State of Alabama, being more particularly described as follows:

TOWNSHIP 24 NORTH, RANGE 12 EAST

Section 6: The Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4);
BEING a portion of the real property conveyed to Grantor under that certain Deed dated February 10, 2000 and recorded as Instrument No. 2000-04451 in the Office of the Probate Judge for the County of Shelby, State of Alabama, as corrected by that certain Deed dated May 11, 2001 and recorded as Instrument No. 2001-21744 in said Recorder's Office.

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 purpose of construction, reconstruction, use and maintenance of the above-described road for the purpose of moving specialized logging equipment, logging trucks or other equipment used for growing, harvesting, or managing timber on adjoining lands now owned by Grantee, in said County and State, being more particularly described as follows:

TOWNSHIP 24 NORTH, RANGE 12 EAST

Section 5: The Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) North of Shoal Creek;

Section 6: The Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4);

Section 7: The East Half (E1/2) North of Shoal Creek;

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, 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 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.
4. 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 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.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

5. During periods when more than one party is using the road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:
 - a. The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform, or cause to be performed, at a reasonable and agreed upon rate, the maintenance and resurfacing of the road or the portion thereof being used; and
 - b. A method of payment by which each party, using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

6. 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. Should inordinate damage to the road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user 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. Grantor reserves to itself all timber now on or hereafter growing within the Easement Area.
9. Grantee may permit its respective contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted to it herein. Provided, however that when a Permittee plans to use any portion of said road for the purpose of hauling timber or other valuable materials, such party shall notify Grantor at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and the approximate volumes of forest products or valuable materials to be hauled; and, upon the completion of such use, notify Grantor forthwith.
10. Grantee and each of its Permittees, before using any of said roads for commercial purposes, shall obtain and, during the terms of such use, maintain the following policies of insurance:
 - a. General Liability Insurance covering personal injuries and property damage ("Liability Coverage");
 - b. Vehicle Liability Insurance covering personal injuries and property damage ("Vehicle Liability Coverage");
 - c. Worker's Compensation Insurance which meets the requirements of the State of Alabama; and
 - d. Employer's Liability Insurance coverage ("Employer's Liability Coverage").

Unless specified above, minimum amounts of insurance shall be:

- (1) For log haulers, and other miscellaneous users operating heavy trucks (over one (1) ton)—

With respect to Liability Coverage:

 - (a) Five Hundred Thousand Dollars (\$500,000.00) for injury to one person,
 - (b) One Million Dollars (\$1,000,000.00) for any one occurrence, and
 - (c) Five Hundred Thousand Dollars (\$500,000.00) property damage for any one occurrence;

With respect to Vehicle Liability Coverage:

 - (a) Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence; and
 - (b) One Million Dollars (\$1,000,000.00) in the aggregate.
- (2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars for the purpose of transporting miscellaneous forest products —

With respect to Liability Coverage:

- (a) One Hundred Thousand Dollars (\$100,000.00) for injury to one person,
 - (b) Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and
 - (c) One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence;
- or

With respect to Vehicle Liability Coverage:

- (a) Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence; and
- (b) One Million Dollars (\$1,000,000.00) in the aggregate.

(3) Such other limits as the Grantor may reasonably require from time to time.

- e. Without limiting the foregoing, in each case all of such policies shall be issued by an insurance carrier having an A.M. Best's rating of at least A- (that's A minus) and of financial size category X, or otherwise be acceptable to Grantor.
 - f. Furnish to Grantor written evidence of such insurance signed and warranted by an authorized representative of the insurance companies, indicating that these policies are in force, that the premiums therefor have been paid and that, the insurance described therein shall not be cancelled or modified until thirty (30) days after prior written notice of such cancellation or modification has been provided to Grantor. Such evidence shall be delivered to Grantor within fifteen (15) days of the date hereof or sooner if construction of a roadway is contemplated hereunder and annually thereafter. In the event Grantee, or any Permittee of Grantee, fails to provide insurance 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 Probate Judge of Shelby County, Alabama
11. Grantee may not assign its rights and obligations under this Easement without having first obtained the prior written consent of Grantor; and any such permitted assignment shall provide that the assignee will assume all obligations of the Grantee from and after the effective date thereof. Consent to assign shall not be unreasonably withheld upon transfer of title of lands owned by Grantee.
12. 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 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, 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 or representatives.
13. If, for a period of ten (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 option, and in form and substance satisfactory to Grantor, quitclaim unto said Grantor all right, title and interest of Grantee hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate to become effective as of the day and year first above written.

CAHABA FORESTS, LLC

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

By: 
Kevin D. McWilliams, Assistant Treasurer

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On this 14th day of April, 2003, before me, the undersigned, a Notary Public in and for said Commonwealth, residing therein, duly commissioned and sworn, personally appeared Kevin J. McWilliams, to me personally known, who by me duly sworn, did say that he is an Assistant Treasurer of Hancock Natural Resource Group, Inc., the duly authorized Manager of CAHABA FORESTS, LLC; and that said instrument was signed and sealed on behalf of said CAHABA FORESTS, LLC by said Hancock Natural Resource Group, Inc., by authority of and as the free act and deed of said CAHABA FORESTS, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first written above.

Margaret L. DePue

My Commission expires: September 18, 2003

ACCEPTED BY:

William F. Spratlin
WILLIAM F. SPRATLIN

GRANTEE

EXHIBIT A

A 30 foot easement for ingress and egress situated in Section 6, Township 24 North, Range 12 East, Shelby County, Alabama, lying 15 feet each side of a line, being more particularly described as follows:

Commence at a cross found locally accepted to be the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 6; thence run West along the South line of said Section 6 for a distance of 1,319.71 feet to a 1 inch open top iron found locally accepted to be the Southwest corner of said quarter-quarter section; thence run East along the South line of said quarter-quarter section for a distance of 46.27 feet to the point of beginning of the centerline of said easement; thence turn an angle to the left of 118 degrees, 03 minutes, 12 seconds and run in a Northwesterly direction along the centerline of said easement for a distance of 27.63 feet to a point on a curve to the left, having a central angle of 29 degrees, 07 minutes, 16 seconds and a radius of 384.99 feet; thence run in a Northwesterly direction along the arc of said curve and- also along the center line of said easement for a distance of 195.68 feet to a point; thence run tangent to last stated curve in a Northwesterly direction for a distance of 194.50 feet to a point on a curve to the right, having a central angle of 19 degrees, 30 minutes, 17 seconds and a radius of 652.76 feet; thence run in a Northwesterly direction along the arc of said curve and also along the centerline of said easement for a distance of 222.21 feet to a point; thence run tangent to last stated curve in a Northwesterly direction for a distance of 329.53 feet to a point on a curve to the right, having a central angle of 12 degrees, 02 minutes, 53 seconds and a radius of 1,519.62 feet; thence run in a Northwesterly direction along the arc of said curve and also along the centerline of said easement for a distance of 319.54 feet to a point on a reverse curve to the left, having a central angle of 33 degrees, 52 minutes, 49 seconds and a radius of 287.04 feet; thence run in a Northwesterly direction along the arc of said curve and also along the centerline of said easement for a distance of 169.73 feet to a point; thence run tangent to last stated curve in a Northwesterly direction for a distance of 145.40 feet to a point on a curve to the left, having a central angle of 32 degrees, 44 minutes, 34 seconds and a radius of 346.41 feet; thence run in a Northwesterly direction along the arc of said curve and also along the centerline of said easement for a distance of 197.96 feet to a point; thence run tangent to a last stated curve in a Northwesterly direction for a distance of 139.40 feet to a point on a curve to the right, having a central angle of 121 degrees, 24 minutes, 41 seconds and a radius of 86.20 feet; thence run in a Northwesterly to Northeasterly direction along the arc of said curve and also along the centerline of said easement for a distance of 182.65 feet to a point; thence run tangent to last stated curve in a Northeasterly direction for a distance of 220.77 feet to a point on a curve to the left, having a central angle of 52 degrees, 00 minutes, 10 seconds and a radius of 180.00 feet; thence run in a Northeasterly to Northwesterly direction along the arc of said curve and also along the centerline of said easement for a distance of 163.37 feet to the end of said easement and the centerline of Pilgrim Rest Road, having a 40 foot Shelby County right of way.