



20060926000478370 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
09/26/2006 02:18:55PM FILED/CERT

SHELBY COUNTY
STATE OF ALABAMA

Send tax notice to:
Shelby County, Alabama
P. O. Box 467
Columbiana, Alabama 35051

SPECIAL (STATUTORY) WARRANTY DEED
R.E. No. CH CH01 (CB 6063, 6062 Part & 6061 Part)

THIS INDENTURE, made this 6th day of September, 2006, between **CAHABA FORESTS, LLC**, a Delaware limited liability company, having a usual place of business c/o Hancock Forest Management, Inc., 3891 Klein Road, Harpersville, Alabama 35078 (Grantor), and **SHELBY COUNTY, ALABAMA**, a political subdivision of the State of Alabama, having a mailing address of P. O. Box 467, Columbiana, Alabama 35051 (Grantee).

WITNESSETH, that the Grantor, for the sum of Ten and 00/100 (\$10.00) Dollars, and other good and valuable consideration, to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee the following land and the standing timber thereon (Premises), situated in the County of Shelby, and State of Alabama, being more particularly described as follows; to wit:

(SEE EXHIBIT "A" ATTACHED HERETO AND
BY THIS REFERENCE MADE A PART HEREOF)

EXCEPTING AND RESERVING, HOWEVER, UNTO GRANTOR, ITS AFFILIATES, PERMITTEES, SUCCESSORS AND ASSIGNS, two (2) perpetual non-exclusive easements for vehicular and pedestrian access, ingress and egress and the removal of cut timber over, across and through those portions of the Premises (Easement Areas) more particularly described herein on EXHIBIT "B" attached hereto and by this reference made a part hereof, subject to the following restrictions:

1. Grantee shall maintain the Easement Areas in a manner suitable for vehicular traffic, and pursuant to State of Alabama Silviculture Best Management Practices; Grantor shall be responsible for any damage to any of the Easement Areas caused by the use of any of the Easement Areas by Grantor, its agents, contractors, or licensees;
2. Grantee shall not engage in or allow any activity which interferes with or deprives Grantor of its mutual rights of access or any other rights it may have to the Premises;
3. Grantor shall not do or permit anything to be done which purports to create a lien or encumbrance on any of the Easement Areas;



20060926000478370 2/5 \$24.00
Shelby Cnty Judge of Probate, AL
09/26/2006 02:18:55PM FILED/CERT

4. Grantor and Grantee may relocate or modify any of the Easement Areas or substitute other equivalent ingress and egress for the Grantor, but only with prior written approval of both the Grantor and the Grantee; and

5. The width of each of the Easement Areas shall not exceed 15 feet on each side of the centerline of the respective roadways described on Exhibit "B".

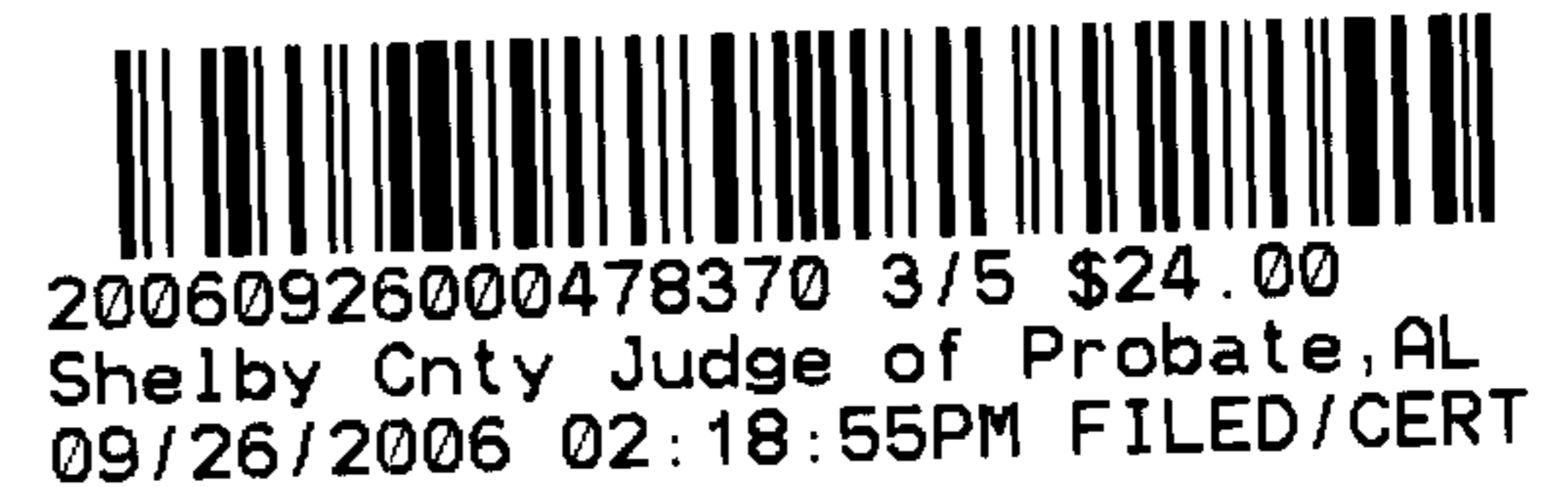
6. The easement hereby reserved is for the purpose of providing vehicular and pedestrian access and ingress, and for the removal of cut timber, to and from any other properties abutting the Easement Areas which are owned by, through which ingress and egress has been granted to, or on which there has been a timber reservation by, the Grantor and/or any Affiliate of the Grantor and, by its acceptance hereof, Grantee specifically acknowledges that Grantor or any such Affiliate may sell all or any part of any such property and Grantee shall not interfere with the use by any successor-in-interest to such property of any of the Easement Areas, and the rights and conditions hereunder shall inure to the benefit of any such successor-in-interest.

7. The easement created hereby shall be and is a covenant running with the land and shall inure to the benefit of and be binding upon and inure to the benefit of the Grantor, Grantor's Affiliates, and Grantee, and their respective successors and assigns.

8. As used in connection with the easement hereby reserved, the terms Grantor, Grantee and Affiliate shall be extended to include all managers, agents, servants, employees, tenants, licensees (including timber purchasers), contractors, permittees, successors and assigns of each party; and the term "Affiliate" shall mean any entity under common management with the Grantor.

The Premises described hereunder are hereby conveyed "as is," by the tract and not by the acre, the acreage not being guaranteed by the Grantor, and are also conveyed subject to the rights of any tenants or lessees, any persons in possession; all outstanding mineral rights or reservations, oil, gas or mineral leases; water districts, water rights; restrictions or reservations; roadways, rights of way, easements; any contracts purporting to limit or regulate the use, occupancy or enjoyment of said Premises; and any matters which could be disclosed by an accurate, current survey or inspection of said Premises.

TO HAVE AND TO HOLD the above-described Premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns, forever.



IN WITNESS WHEREOF, the Grantor has executed the foregoing deed as of the day and year first-above written.

CAHABA FORESTS, LLC

By: Hancock Natural Resource Group, Inc., Its Manager

By

Coleen M. Greenwood

Its: Chief Financial Officer

ATTEST:

Karen M. Bonner

Karen M. Bonner, (Assistant) Secretary

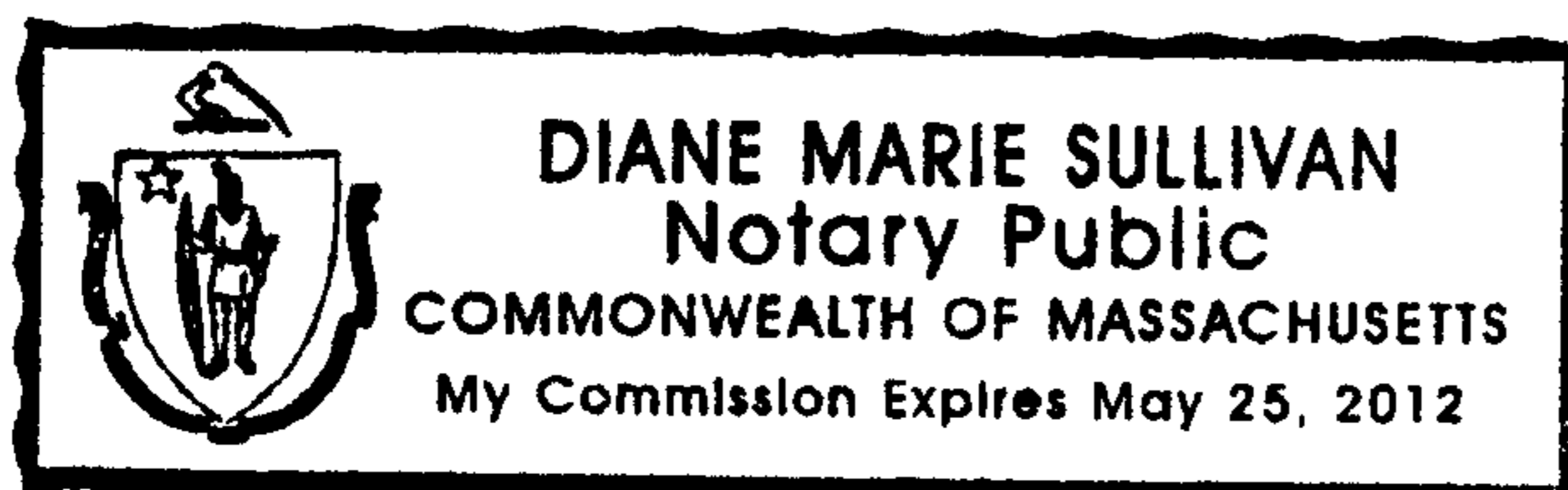
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

SS

I, Diane Marie Sullivan, a Notary Public in and for said County and Commonwealth, hereby certify that Coleen M. Greenwood, whose name as Chief Financial Officer of Hancock Natural Resource Group, Inc., on behalf of Cahaba Forests, LLC, is signed to the foregoing instrument and who is known to me (or satisfactorily proven), acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily (on the day the same bears date) on behalf of such entities for and as the act of said entities.

Given under my hand and official seal on September 6, 2006.



Diane Marie Sullivan
Diane Marie Sullivan, Notary Public

Diane Marie Sullivan, Notary Public


My commission expires: _____

Prepared by:

Mr. Timothy D. Davis
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35205

Note: Section 19, Township 21 South, Range 4 West, and Section 25, Township 21 South, Range 5 West, Shelby County, Alabama

EXHIBIT "A"


20060926000478370 4/5 \$24.00
Shelby Cnty Judge of Probate, AL
09/26/2006 02:18:55PM FILED/CERT

Legal Description

Township 21 South, Range 4 West, Shelby County, Alabama

Section 19: The Southwest Quarter of the Southwest Quarter (SW1/4 of SW1/4);
The Southeast Quarter of the Southwest Quarter (SE1/4 of SW1/4).

Township 21 South, Range 5 West, Shelby County, Alabama

Section 25: The Northeast Quarter of the Northeast Quarter (NE1/4 of NE1/4).

Being a portion of the premises conveyed to Grantor by deed, dated February 10, 2000, recorded in the Probate Office of Shelby County, Alabama as Instrument No. 2000-04451 and as corrected in corrective deed recorded in Instrument No. 2001-21744.

EXHIBIT "B"

20060926000478370 5/5 \$24.00
Shelby Cnty Judge of Probate, AL
09/26/2006 02:18:55PM FILED/CERT

Description of Easement Areas

Description of Access Roads Thirty Feet (30) In Width (15 Feet On Each Side Of The Centerlines)

Sections 19, Township 21 South, Range 4 West, Shelby County, Alabama

Road Segment 1 East Of Cahaba River

Commence at the Southeast corner of the Southwest Quarter (SW1/4) of Section 19, Township 21 South, Range 4 West in Shelby County, Alabama thence run along the East boundary line of the SW1/4 of Section 19 N 04°28'01" E for a distance of 242.2 feet to the center of a woods road; thence along the centerline of a woods road the following courses:

N 54°22'15" W for a distance of 140.5 feet;

N 75°01'29" W for a distance of 236.9 feet;

N 38°36'33" W for a distance of 231.2 feet;

N 03°18'09" W for a distance of 168.2 feet;

N 19°03'57" E for a distance of 393.2 feet;

N 14°59'10" W for a distance of 222.8 feet; to a point on the North line of the of the SE1/4 of the SW1/4, Section 19, Township 21 South, Range 4 West.

Road Segment 2 West Of the Cahaba River

Begin at the SW corner of the NW1/4 of the SW1/4 of Section 19, Township 21 South, Range 4 West, Shelby County, Alabama and run S 01°51'48" W along the West boundary line of the SW1/4 of the SW1/4 for a distance of 126.5 feet to the centerline of Shelby County Road 251; thence along the centerline of Shelby County Road 251 S 70°57'39" E for 174.7 feet; thence S 55°31'22" E for 283.8 feet; thence S 57°36'10" E for 441.3 feet to the intersection of County Road 251 and a woods road; thence along the centerline of the woods road the following courses:

N 15°07'27" E for a distance of 193.4 feet;

N 38°55'20" E for a distance of 295.3 feet;

N 41°28'52" E for a distance of 224.3 feet to a point on the North boundary line of the SW1/4 of the SW1/4, Section 19, Township 21 South, Range 4 East, Shelby County, Alabama.