

**This instrument was prepared by and  
upon recording should be returned to:**

Michael M. Partain, Esq., General Attorney  
United States Steel Corporation  
Law Department - Fairfield Office  
P. O. Box 599 - Suite 192  
Fairfield, Alabama 35064

RPB 243 647  
Recorded In Above Book and Page  
05/06/2010 11:33:58 AM  
Jerry C. Pow  
Probate Judge  
Bibb County, Alabama  
Deed Tax 10.00  
Recording Fee 72.50  
TOTAL 82.50

**AGREEMENT  
FOR  
RECIPROCAL EASEMENTS FOR INGRESS, EGRESS, AND DRAINAGE**

STATE OF ALABAMA )  
SHELBY COUNTY )

THIS AGREEMENT is made as of the 29<sup>th</sup> day of April, 2010, by  
UNITED STATES STEEL CORPORATION, a Delaware corporation, (hereinafter called "USS"), and  
LIVING RIVER - A RETREAT ON THE CAHABA, INC., an Alabama non-profit corporation  
(hereinafter called "Living River").

**RECITALS**

**WHEREAS**, USS is the owner of that certain fifty (50) feet wide (more or less) strip of land, consisting of twelve (12) parcels, located in the Southwest ¼ of the Northeast ¼ and in the Southwest ¼ of the Northwest ¼ and in the Northwest ¼ of the Southwest ¼ of Section 31, Township 21 South, Range 4 West, and in the West ½ of the Northeast ¼ and in the Northwest ¼ of Section 36, Township 21 South, Range 5 West of the Huntsville Principal Meridian, Shelby County, Alabama, as depicted on the map labeled **EXHIBIT A-1** and more particularly described on **EXHIBIT A-2** attached hereto and made a part hereof (the "USS Property"); and

**WHEREAS**, Living River is the owner of that certain fifty (50) feet wide (more or less) strip of land, consisting of two (2) parcels, located in the East ½ of Section 35 and in the Southwest ¼ of the Southwest ¼ of Section 36, all in Township 21 South, Range 5 West of the Huntsville Principal Meridian, Shelby County, Alabama, as depicted on the maps labeled **EXHIBIT B-1** and **EXHIBIT B-2** and more particularly described on **EXHIBIT B-3** attached hereto and made a part hereof (the "Living River Property"); and

**WHEREAS**, Living River has requested USS to grant to Living River a non-exclusive easement for the installation of above and below ground utility service, to include but not be limited to water, sewer, electrical and telephone service, and for ingress, egress, and drainage on, over, along, and across the USS Property, and USS is willing to grant such easement, to the extent of its interests; and

**WHEREAS**, USS has requested Living River to grant to USS a non-exclusive easement for the installation of above and below ground utility service, to include but not be limited to water, sewer, electrical and telephone service, and for ingress, egress, and drainage on, over, along, and across the Living River Property, and Living River is willing to grant such easement, to the extent of its interests; and



**WHEREAS**, the parties acknowledge that the legal descriptions attached hereto are intended to follow the centerline of the road as it exists as of the date of this Agreement.

**NOW, THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) in hand paid by the parties to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, USS does hereby grant and convey to Living River, to the extent of USS's interests, and Living River does hereby grant and convey to USS, to the extent of Living River's interests, upon the mutual terms, conditions and limitations hereinafter set forth, a perpetual and non-exclusive easement on, over, along, under and across the USS Property and the Living River Property respectively, a right-of-way for ingress, egress, and regress for vehicular and pedestrian traffic and for the right to, presently and from time to time in the future as either party may elect, lay, use, construct, erect, install, maintain, operate, improve, renew, repair, remove, change the size of and/or relocate and replace at will above and below ground utility lines and pipelines for the delivery of utility service including, but not limited to, water, sewer, telephone, and electric service in connection with the use of their respective parcels of land (the "Reciprocal Easements").

It is expressly agreed that the Reciprocal Easements granted hereby shall be for the non-exclusive use and benefit of USS and Living River, its/their successors, and assigns, for the purposes and subject to the limitations described herein.

**TO HAVE AND TO HOLD** the Reciprocal Easements unto USS and Living River, its/their successors, and assigns, forever.

The Reciprocal Easements are granted upon the express condition that USS and Living River shall, and by the acceptance of the grant hereby do, covenant and agree with the other as follows:

1. All persons entering upon the USS Property in connection with Living River's activities pursuant to this Agreement do so at their own risk, and USS shall not be liable for any injury to persons (including death) or for damages to property in any way arising out of or resulting from Living River's activities hereunder. All persons entering upon the Living River Property in connection with USS's activities pursuant to this Agreement do so at their own risk, and Living River shall not be liable for any injury to persons (including death) or for damages to property in any way arising out of or resulting from USS's activities hereunder.

2. The rights herein granted are subject to existing easements (recorded and unrecorded) for railroads, transmission lines, telephone lines, pipelines, and leases now in effect.

3. Without limiting the foregoing, USS and Living River shall not suffer or permit any mechanics' or materialmen's liens to be filed against the property of the other. If any mechanics' or materialmen's lien is filed against the property of the other, then the party hereto contracting for said services or materials shall promptly, after notice of filing, either (i) cause the same to be discharged of record by deposit in court or by the issuance of a bond; or (ii) furnish the other party hereto with indemnification or other security against loss or damage arising from the lien in form and substance satisfactory to the other party. If either party hereto learns of any claim or action pertaining to mechanics' or materialmen's liens with respect to the property of the other, each party shall give prompt notice of the same to the other.

4. USS shall have the right to continue to use the USS Property and shall have the right to grant such rights to others, provided that such other grants to third parties shall not unreasonably interfere with the rights granted to Living River hereunder. Living River shall have the right to continue to use the Living



River Property and shall have the right to grant such rights to others, provided that such other grants to third parties shall not unreasonably interfere with the rights granted to USS hereunder.

5. USS shall have the right, at its expense, to relocate any road constructed by Living River on the USS Property, subject to applicable governmental approval, but on the condition that it shall provide Living River the same rights granted hereunder in a reasonable alternative location. Living River shall have the right, at its expense, to relocate any road constructed by USS on the Living River Property, subject to applicable governmental approval, but on the condition that it shall provide USS the same rights granted hereunder in a reasonable alternative location.

6. The parties shall strictly comply with all applicable laws, rules, regulations, and ordinances of all local, state, and federal governmental agencies, including all environmental laws. The parties shall be responsible for obtaining all permits required for their respective activities hereunder.

7. (a) The rights granted under this Agreement shall terminate and revert automatically to the grantor party, its successors and assigns, in the event of the earlier of (i) a default by the grantee party of any term or condition herein which shall remain uncured as provided below, or (ii) the abandonment of the use of the Reciprocal Easement by the grantee party hereto.

(b) In the event that either party shall be in default of this Agreement, the non-defaulting party shall notify the defaulting party in writing describing the nature of the default (the "Default Notice"). The defaulting party shall have a period of thirty (30) days after the date of the Default Notice to cure such default (the "Cure Period"). In the event that the default cannot be cured during the Cure Period with the exercise of reasonable diligence, then the defaulting party shall notify the non-defaulting party of its inability to cure the default with the exercise of reasonable diligence and the reason(s) therefor (the "Default Answer"), whereupon the defaulting party be automatically granted an additional period of period of sixty (60) days after the date of the Default Notice to cure such default (the "Extended Cure Period"). In the event that the default is not cured, then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party.

8. Each party further agrees to grass any areas disturbed by its use of the Reciprocal Easements and to install and maintain, at its expense, any and all erosion control measures required by the Best Management Practices of the State of Alabama Department of Environmental Management or other governmental agencies.

9. As a condition of the conveyance hereunder, the parties acknowledge that the physical and environmental condition of said land upon which the Reciprocal Easement granted to it by the other party has been inspected by the grantee party or its/their duly authorized agent and that said Reciprocal Easement is accepted by the grantee party as a result of such inspection and not upon any agreement, representation, or warranty made by the grantor party. The grantee party accepts the physical and environmental condition of said land **"AS IS, WHERE IS, WITH ALL FAULTS"** and hereby releases the grantor party from any liability of any nature arising from or in connection with the physical or environmental condition of said land. This condition shall constitute a covenant running with the land as against the grantee party, its/their heirs, successors, and assigns.

10. The conveyance of the Reciprocal Easements is made upon the covenant and condition that no right of action on account of damage to any structures or facilities constructed on the Reciprocal Easements resulting from the past timbering, mining and/or gas or oil producing operations of the grantor party shall ever accrue to or be asserted by the grantee party, its/their heirs, successors, or assigns, this conveyance being made expressly subject to all such damage either past or future; this condition shall



constitute a covenant running with the land as against the grantee party, its/their heirs, successors, and assigns.

11. Living River hereby acknowledges and agrees that the USS Property is subject to the following agreements:

- (i) Timber Purchase and Cutting Agreement dated September 29, 2003, by and between USS and U. S. Steel Timber Company LLC as assigned to SWF Birmingham, LLC;
- (ii) Agreement with Respect to Surface and Subsurface Uses (Green) dated February 26, 2004, by and between USS and RGGS Land & Minerals, Ltd., L.P.;
- (iii) Cooperative Wildlife Management and Public Hunting Agreement dated June 6, 1995, by and between USS and the State of Alabama Department of Conservation and Natural Resources;
- (iv) Coal Seam Gas Lease dated April 9, 2002, by and between USS and GeoMet, Inc.; and
- (v) All matters of affecting the USS Property as recorded in the Probate Office of Shelby County, Alabama.

12. USS hereby acknowledges and agrees that the Living River Property is subject to all matters of affecting the Living River Property as recorded in the Probate Offices of Shelby County, Alabama and Bibb County, Alabama.

13. Living River shall not cut or otherwise cause any damage to any timber or any improvements on the USS Property or other property of USS used by Living River in connection with this Agreement without the written consent of USS, which consent if granted, shall not release Grantee from its obligations to repair or compensate USS for such damages. Upon demand, Living River shall promptly pay USS, its successors and assigns, for the appraised value of all pre-merchantable and/or merchantable timber cut, trimmed, or damaged by Living River in the exercise of its rights granted hereunder, which appraisal may be governed by one or more timber purchase and cutting agreements entered into by USS and a third party. Any contacts regarding timber shall be directed to USS's Chief Forester, Bob Canavera, at (205) 783-2250.

14. The parties shall have the right at any time, or from time to time, without the written consent of the other party, to dedicate all or any portion of its land for the purpose of a public road right-of-way. Each party shall also have the right from time to time to assign, in whole or in part, its easement rights to third parties who lease or purchase real estate from the assignor party and who require rights of ingress and egress via either the USS Property and/or the Living River Property.

15. The Reciprocal Easements hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, as the case may be.

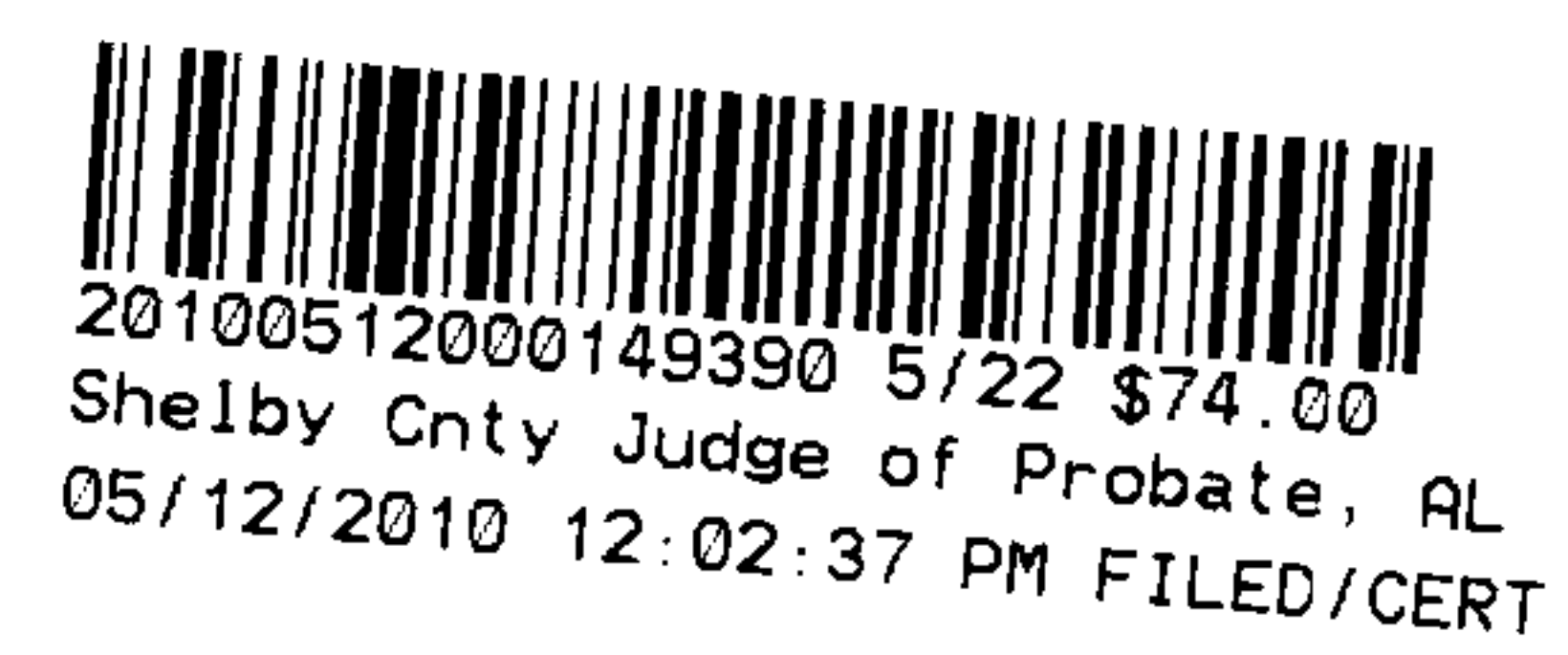
16. Neither party shall be obligated to the other or to any third parties for the condition of the roads described in this Agreement, nor shall the parties be obligated to maintain the roads in any way. The parties acknowledge and agree that the roads shall be used by heavy trucks and the general public. Each party shall have the right to erect a gate across roads on the boundary of its respective property and to install a lock(s), provided that the other party shall have been a key(s) to such lock(s).

17. Neither party warrants the title to its land.



18. USS agrees to record this Agreement, at its expense, in the Probate Office of Shelby County, Alabama, and provide a recorded copy hereof to Living River.

(Remainder of page intentionally left blank. See following page for signatures.)



**IN WITNESS WHEREOF**, the undersigned have set their hands and seals effective as of the date hereinabove written.

**ATTEST:**

By: Michael Pantan

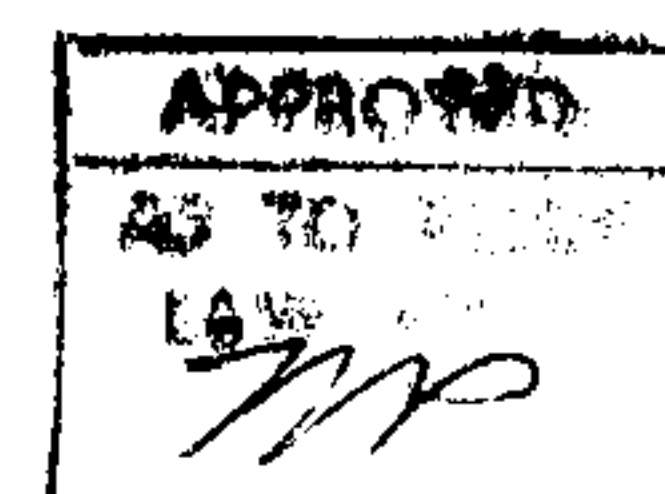
Title: Assistant Secretary

**USS:**

**UNITED STATES STEEL CORPORATION**

By: [Signature]

Title: General Manager-Southeast  
USS Real Estate, a division of  
United States Steel Corporation



**LIVING RIVER:**

**LIVING RIVER: A RETREAT ON THE  
CAHABA, INC.**

By: [Signature]

Its: President



STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, Michael M. Partain, a Notary Public in and for said County, in said State, hereby certify that Thomas E. Howard, whose name as General Manager-Southeast of USS Real Estate, a division of **United States Steel Corporation**, a Delaware 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 said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13<sup>th</sup> day of April, 2010.

Michael Partain  
Notary Public

[SEAL]

My Commission Expires: 2-25-2013

STATE OF ALABAMA )

COUNTY OF Calhoun )

I, Amanda C Williamson, a Notary Public in and for said County, in said State, hereby certify that John Keener Hudson, whose name as President of **Living River: A Retreat on the Cahaba, Inc.**, an Alabama non-profit 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 said instrument, he/she, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29<sup>th</sup> day of April, 2010.

Amanda C Williamson  
Notary Public

[SEAL]

My Commission Expires: 11-5-12



**EXHIBIT A-1**

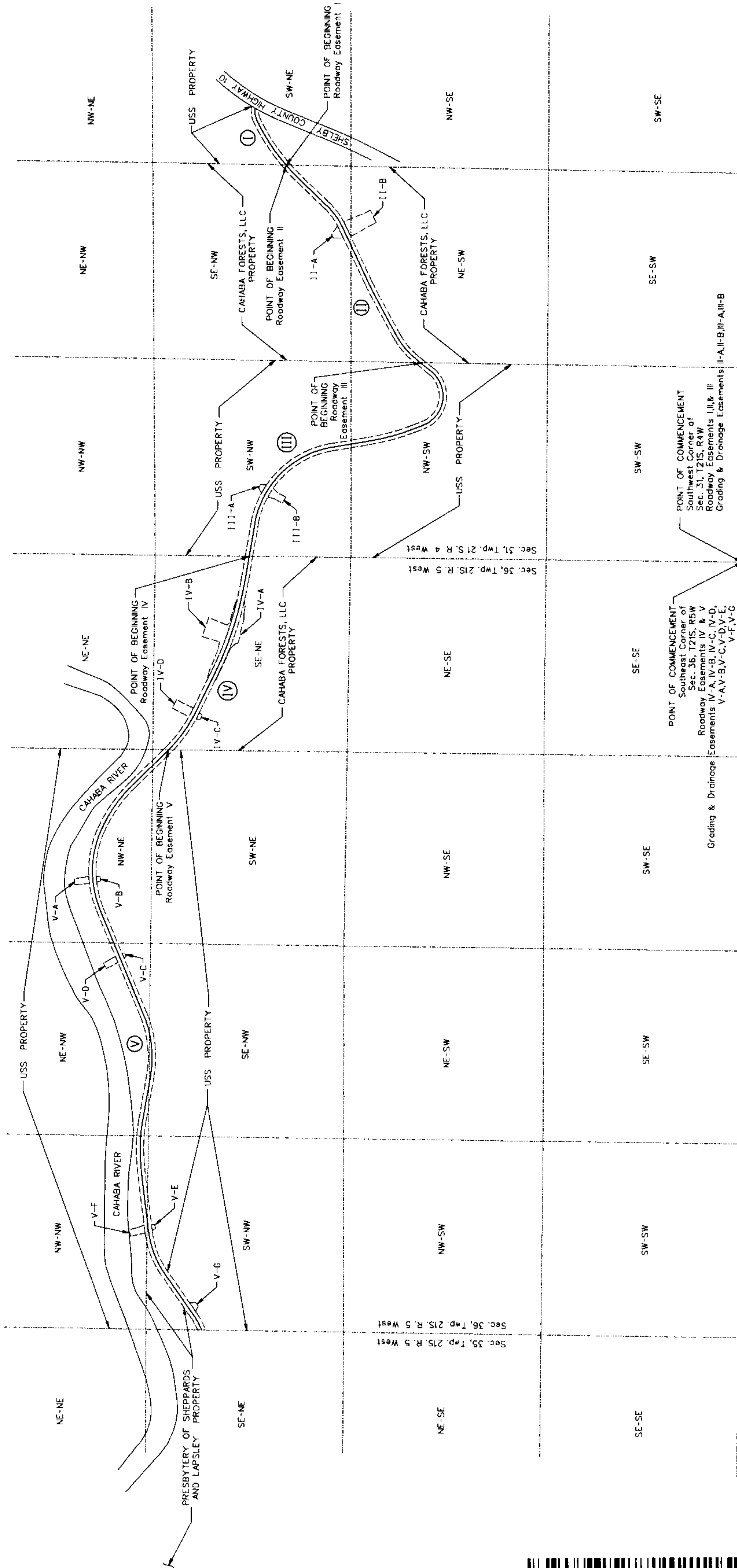
**Map of the USS Property**

**(see attachment)**





# EASEMENT EXHIBIT



20100512000149390 9/22 \$74.00  
 Shelby Cnty Judge of Probate, AL  
 05/12/2010 12:02:37 PM FILED/CERT

RPB

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655

**EXHIBIT A-2**

**Legal Description of the USS Property**

**(see attachment)**



20100512000149390 10/22 \$74.00  
Shelby Cnty Judge of Probate, AL  
05/12/2010 12:02:37 PM FILED/CERT



**USS TO LIVING RIVER  
EASEMENT DESCRIPTIONS**

**I.**

A roadway easement being located in the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 31, Township 21 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 21 South, Range 4 West, Shelby County, Alabama; thence in a Northerly direction along the West line of said Section 31 a distance of 3134.61 feet to a point; thence  $90^{\circ}00'00''$  to the right in an easterly direction for a distance of 2666.43 feet to a point on the West line of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said section 31, said point being a point on a curve to the right having a radius of 1400.00 feet and a central angle of  $14^{\circ}35'13''$  and the POINT OF BEGINNING of the easement herein described, said easement lying 25 feet each side of, parallel to and abutting the following described centerline; thence  $41^{\circ}10'10''$  to the left (angle measured to tangent) in a Northeasterly direction along the arc of said curve a distance of 356.43 feet to the P.C.C. (Point of Compound Curve) of a curve to the right having a radius of 180.00 feet and a central angle of  $29^{\circ}43'38''$ ; thence in a Northeasterly direction along the arc of said curve a distance of 93.39 feet more or less to a point on the Northwesterly right of way line of Shelby County Highway 10, said point being Point of Ending of the easement herein described.

**III.**

A roadway easement being located in the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  and the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 31, Township 21 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 21 South, Range 4 West, Shelby County, Alabama; thence in a Northerly direction along the West line of said Section 31 a distance of 2201.77 feet to a point; thence  $90^{\circ}00'00''$  to the right in an easterly direction for a distance of 1328.27 feet to a point on the East line of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said section 31, said point being the POINT OF BEGINNING of the easement herein described, said easement lying 25 feet each side of, parallel to and abutting the following described centerline; thence  $128^{\circ}42'21''$  to the right in a Southwesterly direction a distance of 92.15 feet to the P.C.(Point of Curve) of a curve to the right having a radius of 214.00 feet and a central angle of  $119^{\circ}45'08''$ ; thence in a Southwesterly, Westerly and Northwesterly direction along the arc of said curve a distance of 447.27 feet to the P.T.(Point of Tangent); thence in a Northwesterly direction tangent to said curve a distance of 68.37 feet to the P.C.(Point of Curve) of a curve to the right having a radius of 1600.00 feet and a central angle of  $11^{\circ}21'56''$ ; thence in a Northwesterly direction along the arc of said curve a distance of 317.38 feet to the P.T.(Point of Tangent); thence in a Northwesterly direction tangent to said curve a distance of 255.39 feet to the P.C.(Point of Curve) of a curve to the left having a radius of 630.00 feet and a central angle of  $70^{\circ}48'37''$ ; thence in a Northwesterly direction along the arc of said curve a distance of 778.60 feet to the P.T.(Point of Tangent); thence in a Northwesterly direction tangent to said curve a distance of 229.21 feet more or less to a point on the Westerly line of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 31, Township 21 South, Range 4 West, said point being Point of Ending of the easement herein described.



**III-A.**

A grading and drainage easement being located in the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 31, Township 21 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 21 South, Range 4 West, Shelby County, Alabama; thence in a Northerly direction along the West line of said Section 31 a distance of 3271.70 feet to a point; thence  $90^{\circ}00'00''$  to the right in a easterly direction for a distance of 435.51 feet to the POINT OF BEGINNING of the easement herein described; thence  $32^{\circ}00'52''$  to the left in a Northeasterly direction a distance of 41.03 feet to a point; thence  $60^{\circ}54'43''$  to the right in a Southeasterly direction a distance of 22.79 feet to a point; thence  $61^{\circ}51'49''$  to the right in a Southwesterly direction a distance of 43.02 feet to a P.O.C.(Point on Curve) of a curve to the left having a radius of 655.00 feet and a central angle of  $5^{\circ}31'05''$ ; thence  $122^{\circ}47'20''$  to the right (angle measured to tangent) in a Northwesterly direction along the arc of said curve a distance of 63.08 feet to the POINT OF BEGINNING.

**III-B.**

A grading and drainage easement being located in the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 31, Township 21 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 21 South, Range 4 West, Shelby County, Alabama; thence in a Northerly direction along the West line of said Section 31 a distance of 3229.54 feet to a point; thence  $90^{\circ}00'00''$  to the right in a easterly direction for a distance of 408.27 feet to a P.O.C.(Point on Curve) of a curve to the right having a radius of 605.00 and a central angle of  $6^{\circ}33'53''$ , said point also being the POINT OF BEGINNING of the easement herein described; thence  $27^{\circ}37'51''$  to the right (angle measured to tangent) in a Southeasterly direction along the arc of said curve a distance of 69.32 feet to a point; thence  $98^{\circ}35'30''$  to the right (angle measured to tangent) in a Southwesterly direction a distance of 45.10 feet to a point; thence  $13^{\circ}53'25''$  to the left in a Southwesterly direction a distance of 60.00 feet to a point; thence  $89^{\circ}59'22''$  to the right in a Northwesterly direction a distance of 47.25 feet to a point; thence  $90^{\circ}00'21''$  to the right in a Northeasterly direction a distance of 60.00 feet to a point; thence  $13^{\circ}33'51''$  to the left in a Northeasterly direction a distance of 47.55 feet to the POINT OF BEGINNING.

**V.**

A roadway easement being located in the W  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  and the NW  $\frac{1}{4}$  of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama; thence in a Northerly direction along the East line of said Section 36 a



distance of 3881.12 feet to a point; thence  $90^{\circ}00'00''$  to the left in a westerly direction for a distance of 1319.49 feet to a point on the East line of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said section 36, said point being a point on a curve to the right having a radius of 1000.00 feet and a central angle of  $01^{\circ}02'20''$  and the POINT OF BEGINNING of the easement herein described, said easement lying 25 feet each side of, parallel to and abutting the following described centerline; thence  $44^{\circ}04'02''$  to the right (angle measured to tangent) in a Northwesterly direction along the arc of said curve a distance of 18.13 feet to the P.T. (Point of Tangent); thence in a Northwesterly direction tangent to said curve a distance of 318.09 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 1000.00 feet and a central angle of  $22^{\circ}06'55''$ ; thence in a Northwesterly direction along the arc of said curve a distance of 385.98 feet to the P.C.C. (Point of Compound Curve) of a curve to the left having a radius of 675.00 feet and a central angle of  $46^{\circ}10'08''$ ; thence in a Northwesterly, Westerly and Southwesterly direction along the arc of said curve a distance of 543.91 feet to the P.T. (Point of Tangent); thence in a Southwesterly direction and tangent to said curve a distance of 783.15 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 750.00 feet and a central angle of  $32^{\circ}11'38''$ ; thence in a Southwesterly, Westerly and Northwesterly direction along the arc of said curve a distance of 421.42 feet to the P.T. (Point of Tangent); thence in a Northwesterly direction and tangent to said curve a distance of 310.27 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 1200.00 feet and a central angle of  $16^{\circ}34'54''$ ; thence in a Northwesterly, Westerly and Southwesterly direction along the arc of said curve a distance of 347.29 feet to the P.T. (Point of Tangent); thence in a Southwesterly direction and tangent to said curve a distance of 427.31 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 660.00 feet and a central angle of  $28^{\circ}09'26''$ ; thence in a Southwesterly direction along the arc of said curve a distance of 324.35 feet to the P.T. (Point of Tangent); thence in a Southwesterly direction and tangent to said curve a distance of 329.38 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 560.00 feet and a central angle of  $11^{\circ}54'18''$ ; thence in a Southwesterly direction along the arc of said curve a distance of 116.36 feet to a point on the West line of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 36, said point also being 381.27 feet South of the Northwest corner of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 36, and being the Point of Ending of the easement herein described

#### V-A.

A grading and drainage easement being located in the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama; thence in a Northerly direction along the East line of said Section 36 a distance of 4410.92 feet to a point; thence  $90^{\circ}00'00''$  to the left in a westerly direction for a distance of 2186.54 feet to a point; said point being a point on a curve to the left having a radius of 700.00 feet and a central angle of  $04^{\circ}16'42''$  and the POINT OF BEGINNING of the easement herein described; thence  $03^{\circ}56'41''$  to the left (angle measured to tangent) in a Southwesterly direction along the arc of said curve a distance of 52.27 feet to a point; thence  $97^{\circ}32'53''$  to the right (angle measured to tangent) in a Northerly direction a distance of 39.37 feet to a point; thence  $06^{\circ}22'49''$  to the left in a Northwesterly direction a distance of 60.00 feet to a point; thence  $89^{\circ}59'36''$  to the right in a Northeasterly direction a distance of 43.42 feet to a point; thence



90°00'24" to the right in a Southeasterly direction a distance of 60.00 feet to a point; thence 06°21'06" to the left in a Southeasterly direction a distance of 40.27 feet to the POINT OF BEGINNING.

#### **V-B.**

A grading and drainage easement being located in the NW ¼ of the NE ¼ of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama; thence in a Northerly direction along the East line of said Section 36 a distance of 4360.87 feet to a point; thence 90°00'00" to the left in a westerly direction for a distance of 2185.44 feet to a point; said point being the POINT OF BEGINNING of the easement herein described; thence 80°45'45" to the left in a Southwesterly direction a distance of 27.50 feet to a point; thence 73°43'14" to the right in a Southwesterly direction a distance of 26.81 feet to a point; thence 73°50'04" to the right in a Northwesterly direction a distance of 28.27 feet to a point on a curve to the right having a radius of 650.00 feet and a central angle of 03°44'16"; thence 105°19'05" (angle measured to tangent) in a Northeasterly direction along the arc of said curve a distance of 42.40 feet to the POINT OF BEGINNING.

#### **V-C.**

A grading and drainage easement being located in the NE ¼ of the NW ¼ of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama; thence in a Northerly direction along the East line of said Section 36 a distance of 4175.35 feet to a point; thence 90°00'00" to the left in a westerly direction for a distance of 2708.98 feet to a point; said point being the POINT OF BEGINNING of the easement herein described; thence 101° 24'24" to the left in a Southeasterly direction a distance of 16.47 feet to a point; thence 71°47'57" to the right in a Southwesterly direction a distance of 23.19 feet to a point; thence 73° 24'20" to the right in a Northwesterly direction a distance of 20.34 feet to a point; thence 113° 01'25" to the right in a Northeasterly direction a distance of 34.36 feet to the POINT OF BEGINNING.

#### **V-D.**

A grading and drainage easement being located in the NE ¼ of the NW ¼ of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama; thence in a Northerly direction along the East line of said Section 36 a distance of 4221.77 feet to a point; thence 90°00'00" to the left in a westerly direction for a



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distance of 2727.59 feet to a point; said point being the POINT OF BEGINNING of the easement herein described; thence  $23^{\circ} 10' 41''$  to the left in a Southwesterly direction a distance of 46.94 feet to a point; thence  $86^{\circ} 40' 37''$  to the right in a Northwesterly direction a distance of 29.92 feet to a point; thence  $03^{\circ} 07' 07''$  to the left in a Northwesterly direction a distance of 60.00 feet to a point; thence  $90^{\circ} 00' 10''$  to the right in a Northeasterly direction a distance of 43.20 feet to a point; thence  $89^{\circ} 59' 50''$  to the right in a Southeasterly direction a distance of 60.00 feet to a point; thence  $02^{\circ} 57' 43''$  to the left in a Southeasterly direction a distance of 35.19 feet to the POINT OF BEGINNING.

#### V-E.

A grading and drainage easement being located in the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama; thence in a Northerly direction along the East line of said Section 36 a distance of 3951.94 feet to a point; thence  $90^{\circ} 00' 00''$  to the left in a westerly direction for a distance of 4561.27 feet to a point; said point being the POINT OF BEGINNING of the easement herein described; thence  $80^{\circ} 16' 31''$  to the left in a Southeasterly direction a distance of 22.30 feet to a point; thence  $64^{\circ} 38' 49''$  to the right in a Southwesterly direction a distance of 23.07 feet to a point; thence  $68^{\circ} 00' 15''$  to the right in a Northwesterly direction a distance of 28.34 feet to a point; thence  $120^{\circ} 03' 29''$  to the right in a Northeasterly direction a distance of 43.66 feet to the POINT OF BEGINNING.

#### V-F.

A grading and drainage easement being located in the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:


Commence at the Southeast corner of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama; thence in a Northerly direction along the East line of said Section 36 a distance of 4001.76 feet to a point; thence  $90^{\circ} 00' 00''$  to the left in a westerly direction for a distance of 4565.98 feet to a point; said point being the POINT OF BEGINNING of the easement herein described; thence  $07^{\circ} 33' 57''$  to the left in a Southwesterly direction a distance of 50.53 feet to a P.C. (Point of Curve) of a curve to the left having a radius of 685.00 feet and a central angle of  $00^{\circ} 45' 24''$ ; thence in a Southwesterly direction along the arc of said curve a distance of 9.05 feet to a point; thence  $90^{\circ} 33' 14''$  to the right (angle measured to tangent) in a Northwesterly direction a distance of 40.02 feet to a point; thence  $07^{\circ} 51' 46''$  to the left in a Northwesterly direction a distance of 60.00 feet to a point; thence  $90^{\circ} 00' 33''$  to the right in a Northeasterly direction a distance of 47.51 feet to a point; thence  $90^{\circ} 00' 00''$  to the right in a Southeasterly direction a distance of 60.00 feet to a point; thence  $07^{\circ} 09' 43''$  to the left in a Southeasterly direction a distance of 48.32 feet to the POINT OF BEGINNING.

**V-G.**

A grading and drainage easement being located in the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama; thence in a Northerly direction along the East line of said Section 36 a distance of 3685.94 feet to a point; thence  $90^{\circ}00'00''$  to the left in a westerly direction for a distance of 5099.15 feet to a point; said point being the POINT OF BEGINNING of the easement herein described; thence  $96^{\circ}41'33''$  to the left in a Southeasterly direction a distance of 40.03 feet to a point; thence  $59^{\circ}27'34''$  to the right in a Southwesterly direction a distance of 28.54 feet to a point; thence  $60^{\circ}27'32''$  to the right in a Northwesterly direction a distance of 41.73 feet to a point; thence  $121^{\circ}03'03''$  to the right in a Northeasterly direction a distance of 69.48 feet the POINT OF BEGINNING.

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Shelby Cnty Judge of Probate, AL  
05/12/2010 12:02:37 PM FILED/CERT



**EXHIBIT B-1**

**Map of the Living River Property**

**(see attachment)**

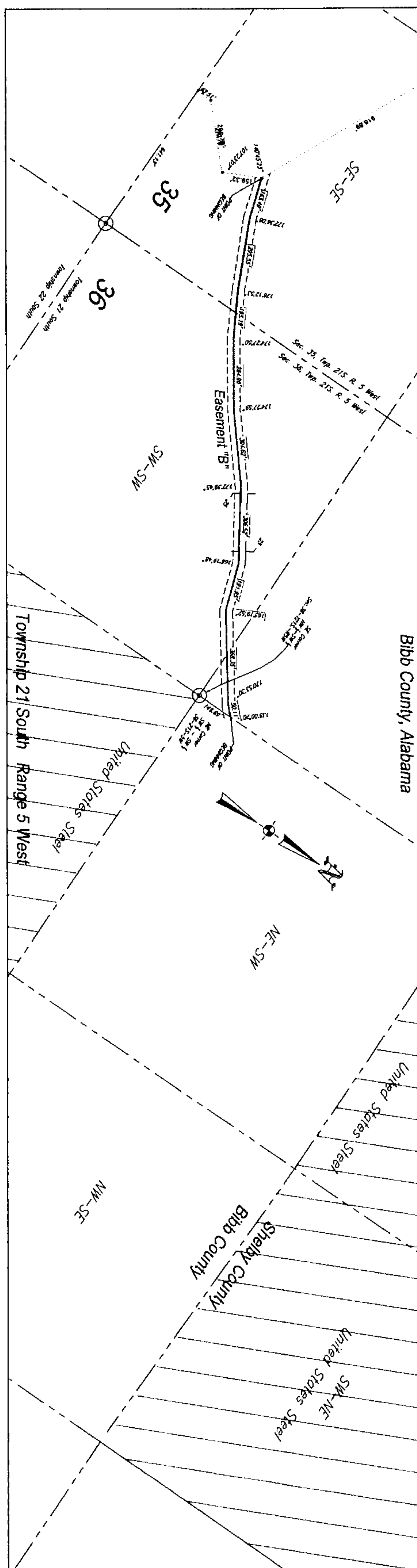


**EXHIBIT B-2**

**Map of the Living River Property**

**(see attachment)**





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 Shelby Cnty Judge of Probate, AL  
 05/12/2010 12:02:37 PM FILED/CERT

**EXHIBIT B-3****Legal Description of the Living River Property****(see attachment)**

### PARCEL A

An easement, located in the east half of Section 35, Township 21 South, Range 5 West, partly in Bibb County and partly in Shelby County, Alabama, 50 feet in width, lying 25 feet each side of the following described centerline:

Commence at the Northeast corner of the Southeast quarter of the Northeast quarter of said Section 35, Township 21 South, Range 5 West; thence run south along the east line of said quarter - quarter a distance of 382.64 feet to the **point of beginning** of the following described easement; thence turn right an angle of  $77^{\circ}47'26''$  and run southwesterly a distance of 204.02 feet; thence with a deflection angle of  $22^{\circ}30'05''$  to the right a distance of 260.41 feet; thence with a deflection angle of  $11^{\circ}34'04''$  to the right a distance of 617.20 feet; thence with a deflection angle of  $11^{\circ}26'33''$  to the left a distance of 419.15 feet; thence with a deflection angle of  $20^{\circ}28'57''$  to the left a distance of 258.74 feet; thence with a deflection angle of  $18^{\circ}27'06''$  to the left a distance of 352.01 feet; thence with a deflection angle of  $6^{\circ}32'38''$  to the left a distance of 346.21 feet; thence with a deflection angle of  $30^{\circ}48'09''$  to the left a distance of 131.57 feet; thence with a deflection angle of  $17^{\circ}57'27''$  to the left a distance of 199.40 feet; thence with a deflection angle of  $5^{\circ}45'25''$  to the left a distance of 128.55 feet; thence with a deflection angle of  $3^{\circ}07'53''$  to the left a distance of 713.14 feet; thence with a deflection angle of  $19^{\circ}12'09''$  to the left a distance of 250.88 feet; thence with a deflection angle of  $2^{\circ}27'28''$  to the right a distance of 360.50 feet; thence with a deflection angle of  $14^{\circ}31'18''$  to the left a distance of 310.58 feet; thence with a deflection angle of  $4^{\circ}41'20''$  to the left a distance of 980.12 feet; thence with a deflection angle of  $26^{\circ}37'57''$  to the left a distance of 918.89 feet; thence with a deflection angle of  $39^{\circ}14'37''$  to the right a distance of 159.32 feet; thence with a deflection angle of  $72^{\circ}36'53''$  to the right a distance of 290.78 feet; thence with a deflection angle of  $42^{\circ}37'45''$  to the left a distance of 62.51 feet, more or less, to the south boundary of said Section 35, Township 21 South, Range 5 West; which is the terminus of said easement.

### PARCEL B

An easement located in the Northwest quarter of the Southeast quarter, the Southwest quarter of the Southwest quarter of Section 36, and the Southeast quarter of the Southeast quarter of Section 35, all in Township 21 South, Range 5 West, Bibb County, Alabama, said easement being 50 feet in width, lying 25 feet each side of the following described centerline:

Commence at the Southeast Corner of the Northwest quarter of the Southwest quarter of Section 36, Township 21 South, Range 5 West, Bibb County, Alabama; thence run north along the east line of said quarter - quarter section a distance of 149.69 feet to the point of beginning of said centerline; thence with a deflection angle of  $135^{\circ}00'20''$  to the left a distance of 50.11 feet; thence with a deflection angle of  $9^{\circ}06'30''$  to the right a distance of 368.35 feet; thence with a deflection angle of  $16^{\circ}40'08''$  to the right a distance of 191.95 feet; thence with a deflection angle of  $13^{\circ}40'12''$  to the left a distance of 306.52 feet; thence with a deflection angle of  $7^{\circ}20'15''$  to the left a distance of 304.62 feet; thence with a deflection angle of  $5^{\circ}32'01''$  to the right a distance of 264.96 feet; thence with a deflection angle of  $5^{\circ}32'10''$  to the right a distance of 195.19 feet; thence with a deflection angle of  $3^{\circ}47'07''$  to the right a distance of 295.55 feet; thence with a deflection angle of  $7^{\circ}23'52''$  to the right a distance of 163.49 feet; which is the end of said centerline.

