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STATE OF ALABAMA)
)
SHELBY COUNTY)


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Shelby Cnty Judge of Probate, AL
06/29/2010 11:49:29 AM FILED/CERT

ACCESS AND WATER LINE EASEMENT

R.E. No. HW HW02 (GD 6202)

THIS INDENTURE, made this 18th day of June, 2010, between **HAWAII ERS TIMBERLAND LLC**, a Hawaii limited liability company, with an address c/o Hancock Natural Resource Group, Inc., 99 High Street, 26th Floor, Boston, Massachusetts, 02110-2320 (hereinafter called "Grantor"), and **LEE GRANT GOBER**, a married man, having an address at 424 Atkins Road, Nauvoo, Alabama 35578, and **TYRUS SOCKWELL**, a married man, having an address at P. O. Box 833, Columbiana, Alabama 35051 (hereinafter, whether singularly or collectively, called "Grantee").

WITNESSETH: That

The Grantor, for valuable consideration, the sufficiency and receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, TRANSFER and CONVEY to Grantee a permanent, non-exclusive easement thirty (30) feet in width, and being fifteen (15) feet on each side of the centerline of an existing woods road located approximately as shown on Exhibit A attached hereto and by this reference incorporated herein, and being more particularly described on Exhibit B attached hereto and by this reference incorporated herein ("Easement Area"), for access to and from the Grantee's Parcel (as hereinafter defined) and for the installation and maintenance of an underground water line to the Grantee's Parcel.

The aforesaid Easement Area crosses land owned by the Grantor in the Southwest 1/4 of the Northwest 1/4 of Section 33, Township 21 South, Range 1 West, in the County of Shelby, State of Alabama.

EXCEPTING AND RESERVING in Grantor any and all timber standing or growing within said Easement Area.

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 sole purposes of construction, reconstruction, use and maintenance of said Easement Area for ingress and egress over the Easement Area to and from County Road 305 and that parcel of real estate now owned by Grantee also situated in said County of Shelby, State of Alabama, and being more particularly described on Exhibit C attached hereto and by this reference incorporated herein (the "Grantee's Parcel"), and for the installation and maintenance by the Grantee under the Easement Area of an underground private water line to serve the Grantee's Parcel (the "Water Line").

Except as specifically hereinabove provided with respect to the Water Line, no permission is being granted hereunder for the installation or maintenance of utilities or overhead electric service

transmission lines within said Easement Area; it being UNDERSTOOD and AGREED, however, that, in the event Grantee ever requires any such utility service to the Grantee's Parcel, Grantor hereby agrees to negotiate with and grant to the local utility company an easement which will allow for the provision of its services over along, under or across said Easement Area.

2. Grantor reserves for itself, its successors and assigns, as the owner of the contiguous portions of the servient estate, the right, at all times and for any purpose, to cross and recross said Easement Area 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 party owners of contiguous portions of the servient estate, upon such terms as it chooses, any or all of the rights reserved by it herein.
4. Notwithstanding anything contained in this easement to the contrary, Grantee's installation and maintenance of any Water Line shall be at Grantee's sole cost and expense, and any Water Line shall be installed at a sufficient depth so as to allow heavy truck traffic (i.e., trucks as described in Paragraph 5 below). Grantor shall have no liability with respect to the Water Line, and any damage to the Water Line caused as a result of passage thereover by trucks or equipment of any type and of any weight, or otherwise, shall be borne by Grantee.
5. Grantee may construct or pave a permanent road over said Easement Area; provided, however, that such construction or paving will allow access over the completed roadway of logging trucks and/or equipment which weigh up to 100,000 lbs. and are owned by or operated on behalf of Grantor. Any damage caused to said roadway as a result of passage thereover by said trucks and/or equipment which results from the inadequacy of the paved roadway to accommodate such usage is to be borne by Grantee.
6. 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.
7. Grantee shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by its use which is in excess of that which would be caused through normal and prudent usage 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.
8. 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.
9. Grantee shall have the right to clear and keep cleared from said Easement Area all undergrowth, stumps, roots, brush trees and overhanging branches; and except during initial construction of a permanent roadway, Grantee is further permitted to remove those trees in the way of such construction.
10. This easement shall be considered appurtenant to and run with the Grantee's Parcel and shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective



successors, transferees and assigns; provided, however, that each transferee and assignee of the Grantee's Parcel shall agree in writing to be bound by all the terms and conditions of this easement.

11. Grantee agrees to defend, indemnify and save harmless the Grantor, its successors and assigns, from and against all causes of action, litigation, cost, loss, liability, damages and expense (including attorneys' fees) for injuries sustained by or the death of Grantee, its contractors, agents, employees, representatives, invitees or others, and damage to or loss of property belonging to Grantee, its contractors, agents, employees, representatives, invitees or others, arising out of or in any way connected with the use of said Easement Area by the Grantee, its contractors, agents, employees, representatives, invitees or others and not caused by or the direct result of any action(s) by the Grantor, its contractors, agents, employees, representatives or invitees.
12. Grantee has, or will secure prior to the use and operation of said Easement Area, a primary policy of insurance, or an endorsement to an existing primary policy of insurance, which provides Grantee with coverage for property damage or personal injuries which may be sustained by Grantee, or the agents, representatives, guests and invitees of Grantee, in the exercise of the rights conveyed hereunder, which policy or endorsement shall be in a form, in such amounts and from such insurer as is deemed reasonably satisfactory to Grantor, and same shall name Grantor as an insured thereunder. Grantee shall provide Grantor with written evidence of insurance, signed and warranted by an authorized representative of the insurer, indicating that such coverage is in force, that the premium therefor has been paid, that Grantor has been named an insured thereunder and that such coverage will not be canceled and modified until thirty (30) days after Grantor has been notified of the proposed cancellation or modification. In the event Grantee fails to provide 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 Judge of Probate of Shelby County, Alabama.
13. If, for a continuous period of 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, Grantee's heirs, successors and assigns, hereby agree that they shall, at Grantor's sole option, and in form and substance satisfactory to Grantor, quitclaim to said Grantor all of Grantee's right, title and interest hereunder.

Nothing contained herein shall otherwise affect or impair Grantor's rights as fee owner of the above-described property and any property adjacent thereto, especially to the full use and enjoyment thereof.

The rights, conditions and provisions of this indenture shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

At a meeting of the Board of Directors of Hancock Natural Resource Group, Inc. ("HNRGI"), 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 Northwest Region Manager, the Manager of Acquisitions,... the South Region Manager, the South Region Forester and the Northeast Region Manager of [HNRGI], 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 [HNRGI] on behalf of...its ... clients.

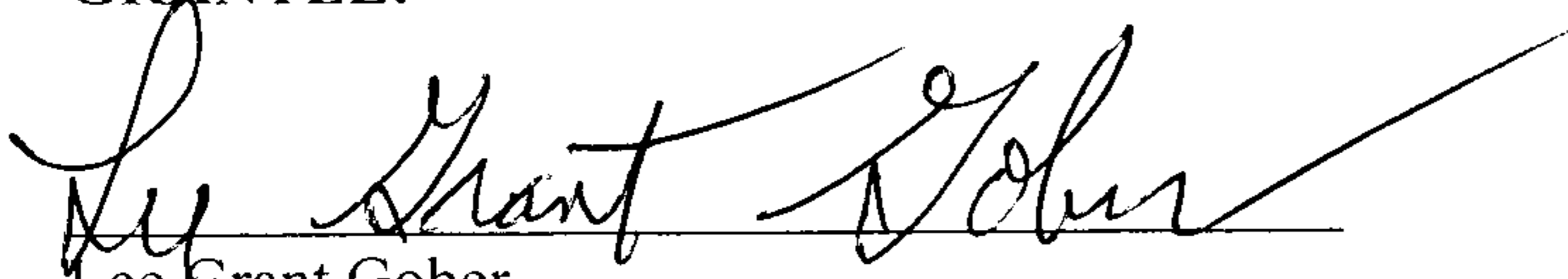
On this 18th day of June, 2010, I, hereby certify that the above is a true copy of a vote passed November 4, 1997, by the Board of Directors of HNRGI; that the same still remains in full force and effect; that this certificate is attached to an instrument required in connection with an authorized transaction managed by HNRGI on behalf of Hawaii ERS Timberland LLC; and that John P. Lollis, a Vice President of HNRGI, is an appropriate officer to execute said instrument.


Ann Hardin (Assistant) Secretary


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ACCEPTED BY:


GRANTEE:


Lee Grant Gober



Tyrus Sockwell

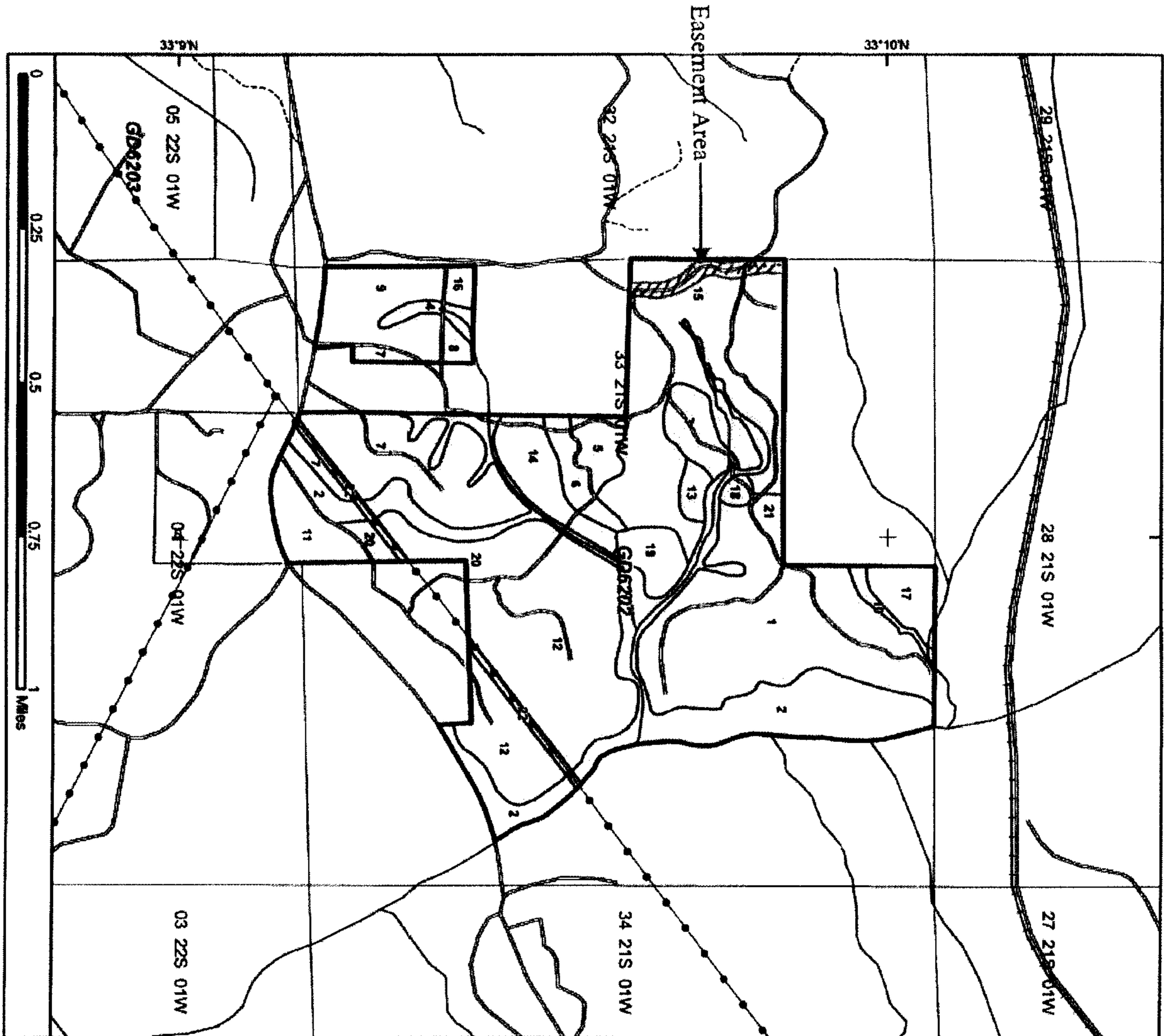
This instrument prepared by:

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


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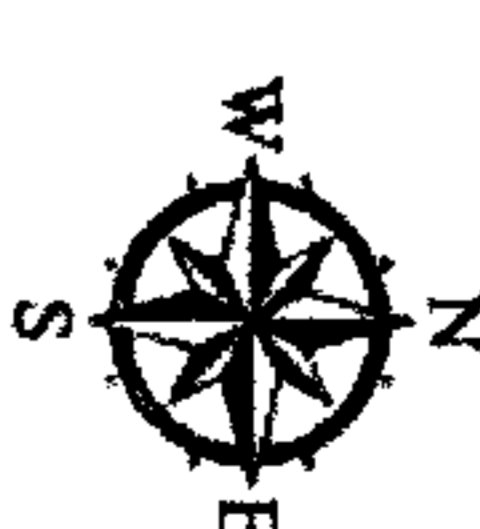
**EXHIBIT A
DEPICTION OF EASEMENT AREA**











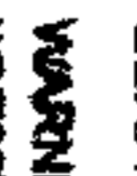

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Std	Type	Cre Ac	Net Ac	YO
1 LB	P UT	56	54.6	2002
2 BBR	N UT	56.8	55.1	1940
3 LB	P UT	6.7	6.4	1963
4 BBR	N UT	2.7	2.7	1940
5 LB	P UT	5.1	4.8	1977
6 LB	P UT	5.2	4.9	1981
7 LB	P TR	28.3	27.5	1983
8 OH	N UT	1.8	1.7	1940
9 LB	P UT	15.8	14.7	1976
10 BBR	N UT	1.9	1.9	1940
11 LB	P UT	8.6	7.3	1976
12 LB	P UT	54.1	53.4	2002
13 LB	P UT	2.4	2.4	1983
14 LB	P UT	10.3	10.1	1983
15 LB	P UT	56.9	54.6	1976
16 OH	N UT	2	2	1940
17 LB	P UT	6.4	6.4	2002
18 LB	P UT	1.4	1.2	2002
19 LB	P UT	5.9	5.9	1983
20 LB	P TR	12.2	11.9	1983
21 LB	P TR	2.4	2.2	1974
22 NPT	NA UT	4.2	4.2	0

TRACT GD6202
Property: Goodwater
County: Shelby
State: Alabama



 Tracts
 Stands
 County
 State
 Freeway
 Highway
 Major Road
 Local Road
 Forest Road
 Trail
 Railroad


Hancock Forest Management

Data Sources:
 HFM Tracts, Stands Layers
 ESRI Political, Roads & Hydrology Layers
WARNING: HFM makes no representation or warranty as to the accuracy or completeness of the information. This map is NOT a legal representation of the property. The data displayed herein may be subject to one or more non-disclosure agreements and should not be shared with outside parties unless authorized by such agreements.

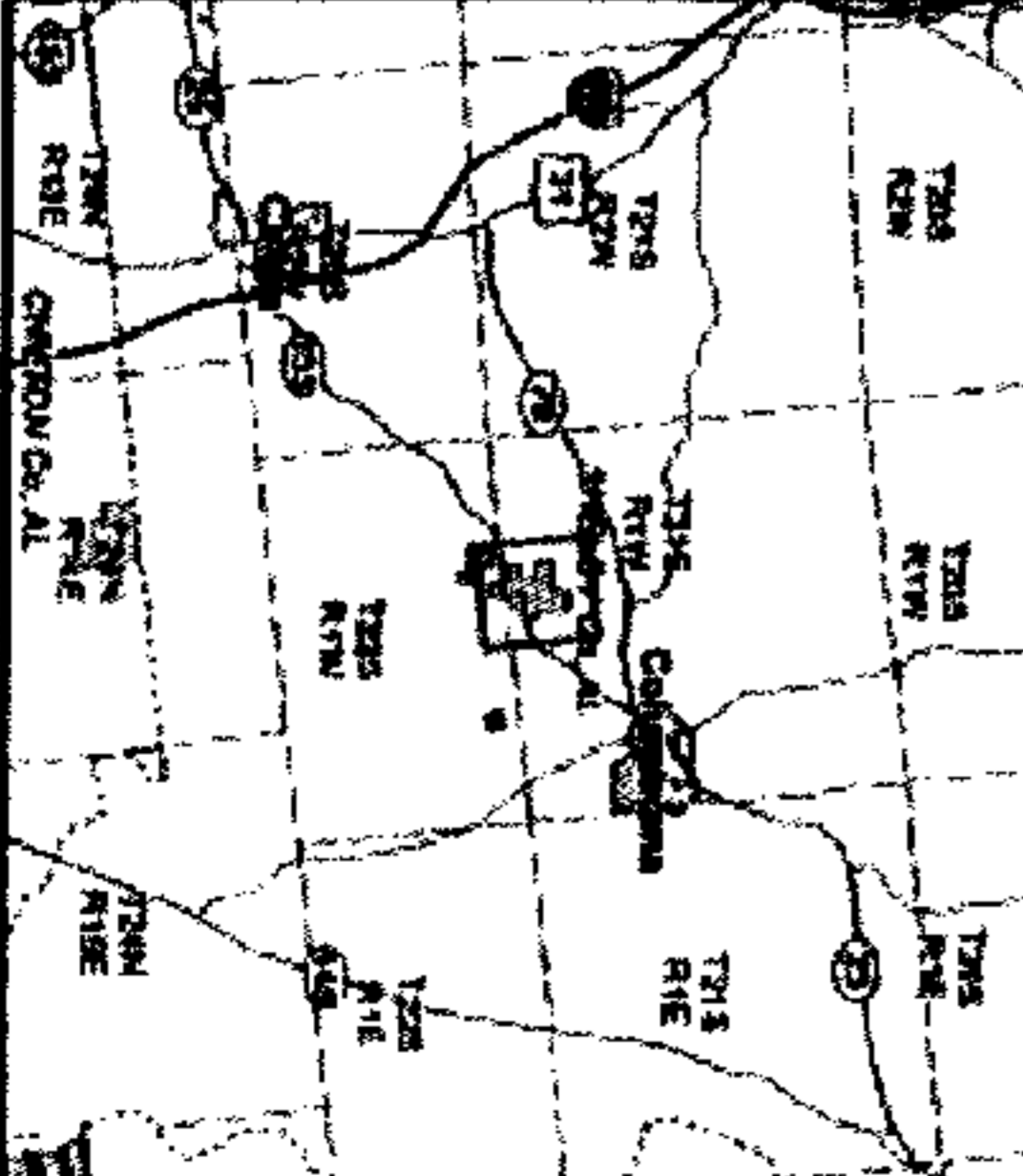


EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA


Legal description of a road easement thirty (30) feet in width being fifteen (15) feet on each side of the following described centerline.

Commence at the point locally accepted as the NW corner of the Southwest Quarter of the Northwest Quarter (SW1/4 of NW1/4) of Section 33, Township 21 South, Range 1 West, Shelby County, Alabama and run due East for ten (10) feet to the centerline of an existing woods road and the point of beginning; thence along the centerline of said road the following: S 10°30'36" W for 115.0 feet; S 23°08'24" E for 184.0 feet; S 12°57'00" W for 215.0 feet; S 11°52'48" E for 89.0 feet; S 40°37'12" E for 237.0 feet; S 06°55'48" E for 300.0 feet; S 05°48'36" W for 244.0 feet; S 19°04'12" W for 42.0 feet; to a point on the South boundary line the Southwest Quarter of the Northwest Quarter of Section 33, Township 21 South, Range 1 West and the point of ending.

EXHIBIT B
LEGAL DESCRIPTION OF GRANTEE'S PARCEL

The following described property situated in Shelby County, Alabama:

A part of the North 1/2 of the NW 1/4 of Section 33, Township 21 South, Range 1 West and a part of the SW 1/4 of the SW 1/4 of Section 28, Township 21 South, Range 1 West, more particularly described as follows: Beginning at the Northwest corner of Section 33, Township 21 South, Range 1 West; thence South 0 degrees 23 minutes 24 seconds East a distance of 1325.68 feet to a point; thence North 87 degrees 12 minutes 48 seconds East, a distance of 1008.06 feet to a point; thence North 0 degrees 23 minutes 24 seconds West a distance of 1834.02 feet to a point; thence South 60 degrees 58 minutes 04 seconds West a distance of 1147.64 feet to the point of beginning. According to survey of C.J. Richardson, dated July 9, 1993.


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