

STATE OF ALABAMA)
)
SHELBY COUNTY)


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Shelby Cnty Judge of Probate, AL
05/03/2011 12:33:33 PM FILED/CERT

ACCESS EASEMENT

Shelby County, AL 05/03/2011
State of Alabama
Deed Tax: \$5.50

R.E. No. CH CH01 (CB 6138)

THIS INDENTURE, made this 3rd day of November, 2010, between **CAHABA FORESTS, LLC**, a limited liability company duly organized under the laws of the State of Delaware, and having an address c/o Hancock Forest Management, Inc., 3891 Klein Road, Harpersville, Alabama 35078 (hereinafter called "Grantor"), and **ALAN PICKLESIMER and wife, MATTIE A. PICKLESIMER**, having an address at 290 Homeland Way, Montevallo, Alabama 35115 (hereinafter 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, access easement twenty (20) feet in width (Easement Area), and being over an existing woods roadway 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.

The aforesaid Easement Area crosses land owned by the Grantor in the Southeast 1/4 of the Southeast 1/4 of Section 11, Township 22 South, Range 4 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 purpose of construction, reconstruction, use and maintenance of said roadway for ingress and egress only to and from that parcel of real estate now owned by Grantee also situated in said County of Shelby, State of Alabama, and being more particularly described as follows:

The NW 1/4 of the NE 1/4 of Section 14, Township 22 South, Range 4 West, Shelby County Alabama.

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 utility service to the property benefited by this Easement, 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 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 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. 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.
5. 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.
6. 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.
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. Grantee shall have the right to clear and keep cleared from said Easement Area all undergrowth, stumps, roots, brush trees and overhanging branches; and during only initial construction of a permanent roadway, Grantee is further permitted to remove those trees in the way of such construction.
9. Grantee may not assign its rights and obligations under this Easement without having first obtained the prior written consent of the Grantor. This easement shall be considered appurtenant to that parcel described in sub-paragraph 1. hereof; provided, however, that each transferee of said property agrees in writing to be bound by all the terms and conditions of this easement.
10. 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.



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11. 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, its 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.

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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 3rd day of November, 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 Cahaba Forests, LLC; and that David Kimbrough, a Vice President of HNRGI, is an appropriate officer to execute said instrument.



Ann Hardin

(Assistant) Secretary



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ACCEPTED BY:

GRANTEE:



Alan Picklesimer



Mattie A. Picklesimer

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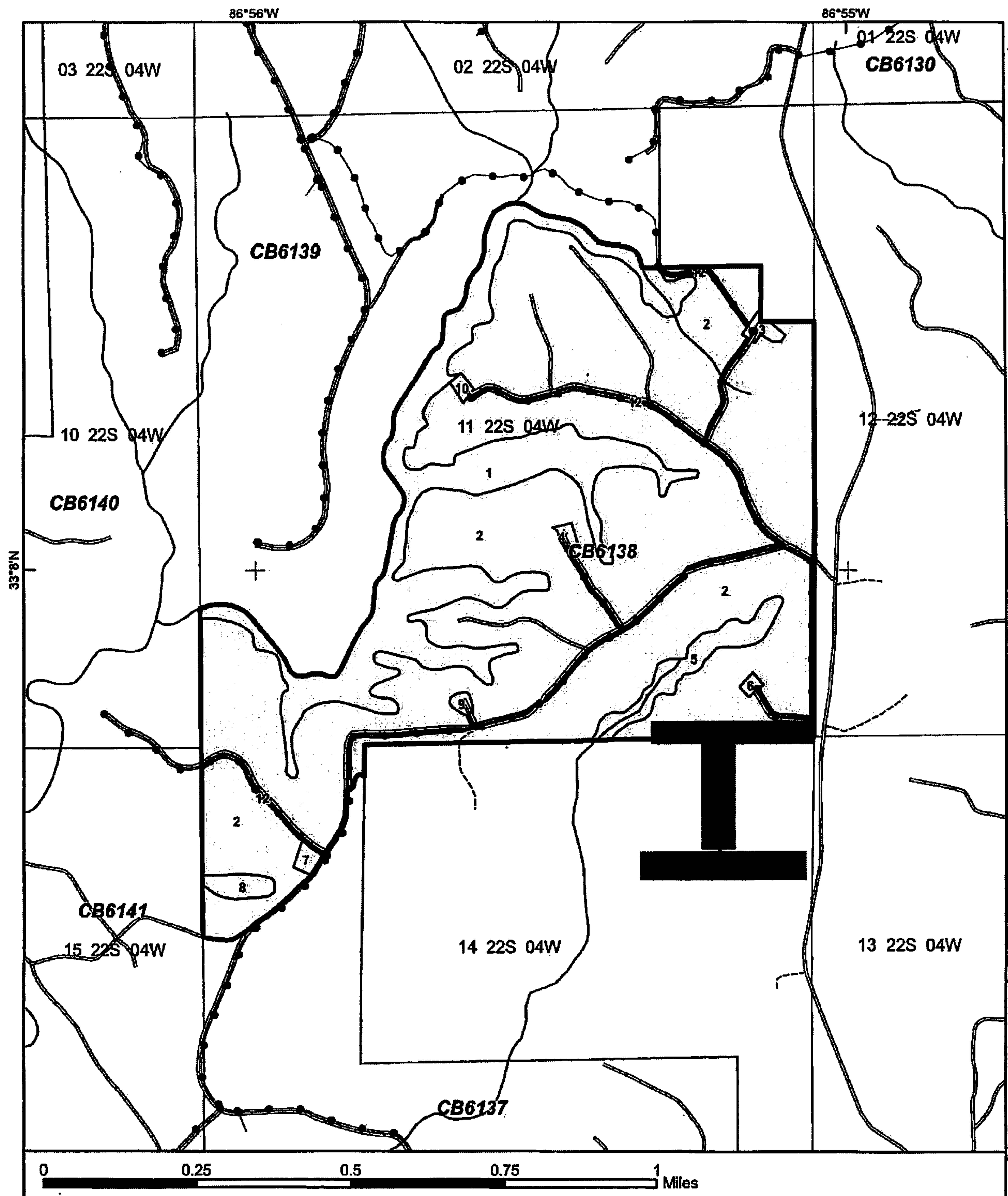
This instrument prepared by:

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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EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

Legal description of an access road easement twenty (20) feet in width along and being parallel to the South section line:

Commence at the point locally accepted as the SE corner of the SE1/4 of SE1/4, Section 11, Township 22 South, Range 4 West, Shelby County, Alabama and run due West for 1,353, more or less, feet to the SW corner of the SE1/4 of SE1/4 of Section 11, Township 22 South, Range 4 West and the point of ending of the twenty foot easement.