

GRANT OF EASEMENT

(Transmission)

20130423000164360 1/9 \$36.50
Shelby Cnty Judge of Probate, AL
04/23/2013 10:34:53 AM FILED/CERT

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

THIS INDENTURE made this 12th day of March, 2013, between **HAWAII ERS TIMBERLAND LLC**, a Hawaii liability company, having a usual place of business c/o Hancock Forest Management, Inc., 3891 Klein Road, Harpersville, Alabama 35078, (205) 672-8311, (“GRANTOR”), and **ALABAMA POWER COMPANY**, a corporation, having an address at P. O. Box 2641, 600 North 18th Street, Birmingham, Alabama 35291, (“GRANTEE”).

WITNESSETH, That the Grantor, for the sum of **Two Thousand Seven Hundred and 00/100 Dollars (\$2,700.00)**, and other good and valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY and TRANSFER to the Grantee, its successors and assigns, two (2) exclusive easements or rights-of-way described as follows:

Easement #1

The right to construct, operate and maintain electric transmission and communication lines used in conducting Grantee’s business and all towers, poles, conduits, conductors, cables, insulators, anchors, guy wires, counterpoise conductors, and all other appliances necessary or convenient in connection therewith from time to time over, under and across a strip of land thirty (30) feet in width, as said strip is now located over, under and across the lands of Grantor in Section 4, Township 22 South, Range 1 West, in Shelby County, Alabama (“Easement Area 1”), as said strip and the lands of which the same is a part are described on Exhibit “A” attached hereto and by this reference made a part hereof and depicted on Exhibit “B” attached hereto and by this reference made a part hereof, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes above described including the right to prevent the use of such strip as a parking area for automobiles or other vehicles, as a storage area for machinery or materials, or as a road other than a road crossing such strip at a location which does not endanger or interfere with works that have been or may at some future date be constructed on such strip.

Easement #2

The right to construct, operate and maintain electric transmission and communication lines used in conducting Grantee’s business and all towers, poles, conduits, conductors, cables, insulators, anchors, guy wires, counterpoise conductors, and all other appliances necessary or convenient in connection therewith from time to time over, under and across, a strip of land eight (8) feet in width, as said strip is now located over, under and across the lands of Grantor in Section 33, Township 21 South, Range 1 West, in Shelby County, Alabama (“Easement Area 2”), as said strip and the lands of which the same is a part are described on Exhibit “A” attached hereto and by this reference made a part hereof and depicted on Exhibit “B” attached hereto and by this reference made a part hereof, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes above described including the right to

prevent the use of such strip as a parking area for automobiles or other vehicles, as a storage area for machinery or materials, or as a road other than a road crossing such strip at a location which does not endanger or interfere with works that have been or may at some future date be constructed on such strip.

Easement Area 1 and Easement Area 2 are hereinafter sometimes referred to each singularly as an "Easement Area" and together to be known as "Easement Areas."

TOGETHER WITH the right to take the following actions in connection therewith:

1. the right of ingress and egress at all times, to and from each of said Easement Areas by any and all officers, agents, and workmen of Grantee and its contractors by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, including private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery, supplies and equipment as may be desirable; provided that, except in emergencies, existing roads and ways thereon shall be used only to the extent that they afford access to and from any Easement Area; and to construct, reconstruct, work upon, repair, alter, inspect and in general do any and all other things necessary or convenient to maintain and operate said electric transmission and communication lines;
2. the right to relocate its lines of towers, poles and appliances, in the event it becomes necessary or desirable for Grantee to move its lines of towers, poles and appliances in connection with the construction or improvement of any public road or highway in proximity to said power lines; provided, however, to the extent consistent with Grantee's standard practices, if relocated pursuant hereto, the Grantee shall relocate its said lines of poles at a distance not greater than ten (10) feet outside the boundary of the right of way of any such public road or highway as established or re-established from time to time;
3. the right to install and maintain (i) grounding devices on grantors' fences now or hereafter located on any Easement Area and on fences or other structures of grantors now or hereafter located adjacent to any Easement Area, and (ii) counterpoise conductors and guy wires and guy anchors for the support of the structures of the electric transmission lines on land adjacent to any Easement Area;
4. the right to clear, and keep cleared, from each of said Easement Areas all structures (other than ordinary fences, but when Grantee desires, such fences may be unlocked, opened and reclosed or temporarily removed and replaced) and all trees, undergrowth, stumps, and roots, and, in so doing, to use:
 - a. chemicals, so long as the use, storage and disposal thereof is in compliance with applicable laws,
 - b. machinery, and
 - c. other forms of equipment and devices;

it being agreed that in the event Grantor shall install any fence across any part of any Easement Area, it shall install a gate therein at a location which will allow passage of

Grantee's vehicles and equipment in the ordinary manner and which will be consistent with Grantee's specifications for fences across transmission line easements; and

5. the right to clear and keep cleared from each of said Easement Areas all overhanging branches and to cut down, in Grantee's discretion at any time and from time to time, any tree outside of any Easement Area which in falling would come within five (5) feet of any conductor on said Easement Area, and cut and remove any limb, or any part thereof, from any tree standing inside or outside of any Easement Area when such limb or any part thereof protrudes or is likely to protrude into said Easement Area; provided, however, that, with respect only to the initial clearing of any Easement Area all cut or removed trees, undergrowth, brush, overhanging branches and refuse wood shall be burned, buried, removed or chipped and scattered by Grantee unless applicable law provides otherwise.

PROVIDED, HOWEVER, that, subject to the rights of Grantee hereunder, nothing contained herein shall otherwise affect or impair Grantor's rights as fee owner of each of the Easement Areas and any and all property adjacent thereto, especially to the full use and enjoyment thereof. Not in limitation of Grantee's rights, Grantor agrees that:

1. the clearance between any conductor of the transmission lines and the surface of the ground shall not be reduced by grading or any other work;
2. no buildings, wells, septic tanks, absorption pits, underground or overhead storage tanks, or burial ground shall be placed upon any Easement Area; and
3. Grantee's facilities shall in no way be interfered with or endangered by the Grantor.

It being further UNDERSTOOD and AGREED between the parties hereto that:

1. any and all structures, wires, and appurtenant facilities installed by Grantee shall be and remain the property of Grantee and may be removed by it at any time and from time to time, provided, however, that Grantee shall be responsible for any and all costs and expenses involved in said removal and for the repair of any and all damages caused as a result thereof;
2. Grantee shall be responsible for any and all costs and expenses involved in the use, operation and maintenance of the within easements. In the event that Grantee's activities on any Easement Area or Grantor's adjacent property shall exceed the scope of Grantee's rights hereunder, Grantee shall be responsible for the repair of any and all damage caused by Grantee as a result thereof including but not limited to damage to any bridge or road, lawn, driveways, shrubbery, trees, fences, irrigation or drainage ditches and/or equipment and growing crops, if any there be, on Grantor's premises; and
3. Grantee shall indemnify and hold harmless the Grantor, its agents, employees and/or representatives, from and against all claims, damages, losses, suits and action, including attorney's fees, resulting from injury to persons or damage to property to the extent caused by the negligent installation, construction, operation, maintenance, repair, renewal, replacement or removal of said electric transmission and/or communication

lines on, over, along, across and/or under any Easement Area by Grantee or its agents, employees and/or representatives.

TO HAVE AND TO HOLD the same to the said Grantee, its successors and assigns, forever.

Grantor does hereby covenant that it is lawfully seized and possessed of the real estate of which each of said Easement Areas is a part and has a good and lawful right to convey the same or any part thereof and that it will warrant and defend the same against all persons claiming by, through or under Grantor.

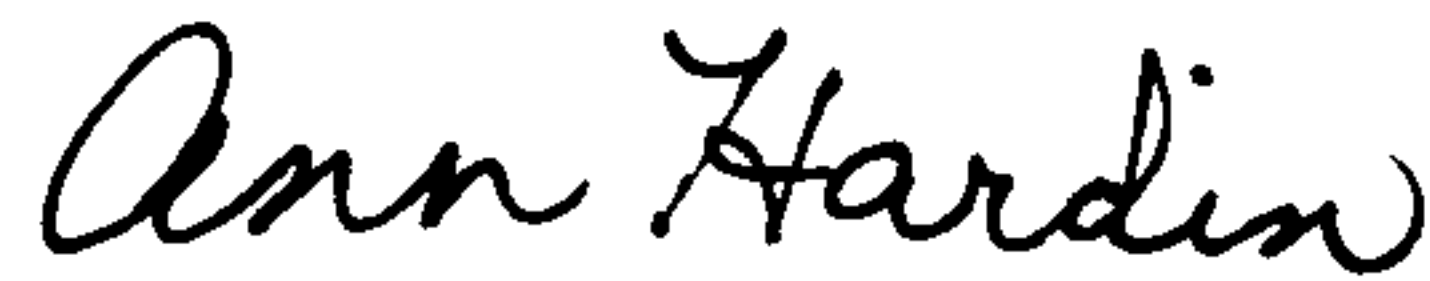
The rights, conditions and provisions of this Grant of Easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

[Remainder of page intentionally left blank -
Signature page follows]

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 12th day of March, 2013, 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.

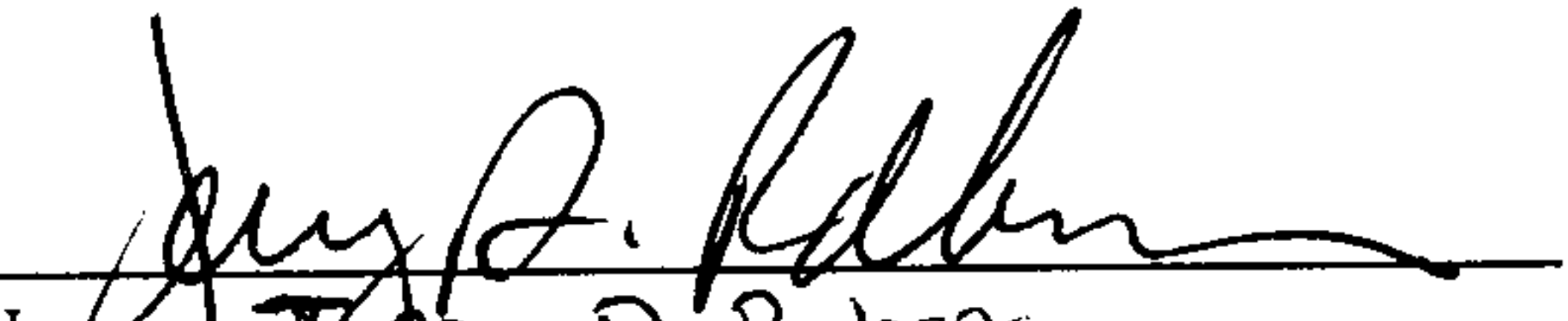


Ann Hardin

(Assistant) Secretary

ACCEPTED BY:

ALABAMA POWER COMPANY

By 
Name: TERRY D ROBERSON
Title: TEAM LEADER - Appraisal, Corp & RR Acquisitions

This instrument prepared by:

Timothy D. Davis
Attorney at Law
Sirote & Permutt, P.C.
2311 Highland Avenue South (35205)
P. O. Box 55727
Birmingham, Alabama 35255-5727



EXHIBIT "A"

STATE OF ALABAMA
SHELBEY COUNTY

EASEMENT #1


A thirty foot easement situated in the Northeast quarter of the Northwest quarter of Section 4, Township 22 South, Range 1 West, Shelby County Alabama, lying 15 feet on either side of, parallel to and abutting the following described centerline.

Commence at a crimped iron pipe located at the Northeast corner of the Northeast quarter of the Northwest quarter of Section 4, Township 22 South, Range 1 West, as shown on the survey of Avondale Mills as recorded in Map Book 8, Page 73 in the probate Office of Shelby County, Alabama; thence run North $87^{\circ}31'23''$ West along the North line of said section for 54.31 feet to a concrete monument; thence run South $00^{\circ}01'22''$ East for 85.21 feet to the Point of beginning of the herein described centerline easement; thence run South $65^{\circ}23'28''$ West for 335.99 feet; thence run North $79^{\circ}41'25''$ West for 857.57 feet to the centerline of an existing Alabama Power Company easement and the end of the herein described centerline easement.

EASEMENT #2

An eight foot easement situated in the East one-half of Section 33, Township 21 South, Range 1 West. Shelby County, Alabama, lying parallel to and abutting the following described Northerly right of way of Alabama Highway #25.

Commence at a concrete monument at the Northeast corner the Southwest quarter of the Southeast quarter of Section 33, Township 21 South, Range 1 West as shown on the survey of Avondale Mills as recorded in Map Book 8, Page 73 in the probate Office of Shelby County, Alabama; thence run South $00^{\circ}12'58''$ East along the east line of said quarter-quarter section for 261.27 feet to the Northerly right of way of Alabama Highway No. 25 (80' ROW) and the Point Of Beginning of the herein described easement; thence run North $58^{\circ}54'56''$ East along said right of way for 603.35 feet to point of curvature; thence run along the arc of a tangent curve to the right having a central angle of $01^{\circ}46'10''$, a radius of 1472.39 feet, a chord of 45.47 feet in a Northeasterly direction and along said right of way for 45.47 feet, more or less, to a point where the right of way widens to 150 feet and the end of the herein described easement.


20130423000164360 8/9 \$36.50
Shelby Cnty Judge of Probate, AL
04/23/2013 10:34:53 AM FILED/CERT

