

STATE OF ALABAMA
COUNTY OF FAYETTE

RIGHT OF WAY AGREEMENT

THIS RIGHT OF WAY AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2011, by and between **TIMBERVEST PARTNERS ALABAMA, LLC**, ("Grantor"), an Alabama limited liability company with a mailing address of 3715 Northside Parkway, Building 200, Suite 500, Atlanta, GA 30327 and **STEED TIMBER CO., INC.**, ("Grantee"), an Alabama corporation, with a mailing address at Post Office Box 215, Lincoln, Alabama 35096.

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Fayette County, Alabama, more particularly described as:

The South Half of the Northeast Quarter (S½ of NE¼) and the North Half of the Southeast Quarter (N½ of SE¼) of Section 25, Township 15 South, Range 10 West, Fayette County, Alabama (the "Property"); and

WHEREAS, Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a non-exclusive right of way over, upon and across an existing road on the Property for the purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. **Recitals**. The above recitals are true and correct, form a material part of this Agreement, and are incorporated herein by reference.

Section 2. **Grant of Right of Way**. Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns, a non-exclusive thirty foot (30') right of way, over an existing road as may be located on the Property, running from Fulton Hill Road in a generally southwesterly direction to the South line of the Property, as depicted as the "Access Road" on the map attached hereto as Exhibit "A," for access purposes over, upon and across the Property (the "Right of Way").

Section 3. **Use of Right of Way**. This Right of Way is subject to the following terms and conditions: (1) the Right of Way granted herein is solely for the purpose of vehicular (including, but not limited to log trucks and other vehicles associated with Grantee's forestry operations) and pedestrian ingress and egress to and from Grantee's adjacent property; (2) Grantor, its successors or assigns, shall not have