

STATE OF ALABAMA
COUNTY OF _____

CONVEYANCE OF EASEMENT

In consideration of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt, adequacy and sufficiency of all of which being hereby irrevocably acknowledged, and for the purpose of affording the Grantee herein temporary access over, across and through certain real property located in _____ County, Alabama,

_____, **Grantor(s)**

(____) _____

do hereby grant and convey unto

_____, **Grantee(s)**

(____) _____

and unto it/their heirs, executors, administrators, successors and assigns, also Grantees, a temporary private and non-exclusive easement and right-of-way and access for all purposes upon, across, through and over, the following described property, lying and being situated in _____ County, Alabama, being more particularly described as follows, to-wit:

(See Exhibit "A" attached hereto.)

Indexing Instructions (Mississippi only): _____

For these purposes, incident to and as elements of the easement and right-of-way, access, and use hereby granted, the Grantee and it/their heirs, devisees, administrators, executors, personal

representatives, successors, and assigns shall at all times and from time to time hereafter enjoy the following temporary rights:

- a. To utilize the said property as a means of ingress and egress and to pass freely over, across and through said property on foot, with vehicles, equipment, and machinery of all kinds, and in any other manner.
- b. To authorize any and all others, including licensees and employees of the Grantee, to exercise identical rights in reaching and leaving the said property.
- c. To construct, install, maintain, replace and use roadways designated by the Grantor(s), with such surfaces and with such bridges or culverts, or both, as the Grantor(s) and Grantee(s) may agree upon, over and across the said property.
- d. To keep the said property free of obstructions, including timber, in the exercise of the foregoing rights.

By Grantee(s) execution hereunder, Grantee(s) agrees to the following:

- a. This easement shall terminate by the ____ day of _____, 20__, unless Grantor(s) shall agree in writing to an extended date. However, Grantee(s) agree that Grantor(s) can terminate this easement at any time and immediately evict the Grantee(s) from Grantor(s)' property should Grantee(s) breach any condition or covenant of this Grant of Easement.
- b. Grantee(s) agrees to pay Grantor(s) for any damage caused to Grantor(s)' property including, but not limited to, standing timber, regardless of the age to the timber, and to the land of Grantor(s) if unnecessary damage has been caused to Grantor(s)' property whether on or off the easement. Contemporaneously herewith, Grantee(s) hereby deposits with Grantor(s) \$_____ as a deposit against any damages caused by Grantee(s). Grantor(s) agrees that said deposit shall be returned to Grantee(s) if any and all damages are repaired to Grantor(s)' reasonable satisfaction. However, Grantor(s) shall have the right to retain all or any part of said deposit for damages that are not, or cannot, be reasonably repaired and restored. Should Grantee(s) damages be over and above the amount of the deposit and not repaired or restored, then Grantee(s) shall be responsible to Grantor(s) for such excess damages.
- c. Grantee(s) agrees to keep all existing gates that might be located on Grantor(s)' property opened, or closed, as Grantor(s) may designate.
- d. Grantee(s) affirmatively states, by its execution hereof, that it maintains all necessary and legally required insurance, including, but not limited to, workers' compensation insurance and liability insurance. Contemporaneously herewith, Grantee(s) delivers unto Grantor(s) a certificate of insurance from its agent or insurance carrier indicating that such policies are in full force and effect.
- e. Grantee(s) does hereby indemnify and agree to hold harmless Grantor(s) from any and all liability for damages that may be asserted against Grantor(s) by reasons of Grantee(s) actions

and such indemnification shall include Grantee(s) agreement to pay the reasonable attorneys' fees, costs of court and expenses in defending any action or claim against Grantor(s).

f. Grantee(s) shall not have the right to convey this easement to any other party without the express written consent of Grantor(s).

g. Unless previously terminated by Grantor(s), this easement will terminate on the ____ day of _____, 20____, as stated hereinabove.

h. Grantee(s)' use of this easement shall be for the purpose of harvesting timber only and for no other use.

WITNESS THE SIGNATURE of Grantor(s) and Grantee(s) on this, the ____ day of _____, 20____.

GRANTOR(S):

READ, APPROVED AND AGREED TO:

GRANTEE(S):

BY: _____

DATE: _____

STATE OF ALABAMA
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ___ day of _____, 20__, within my jurisdiction, the within named _____, who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

(NOTARY PUBLIC)

My commission expires:

STATE OF ALABAMA
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ___ day of _____, 20__, within my jurisdiction, the within named _____, who acknowledged that (he) (she) is _____ of _____, a _____ corporation, and that for and on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

(NOTARY PUBLIC)

My commission expires:
