

GEORGIA, WASHINGTON COUNTY
I hereby certify that the within instrument was filed for
record on MAR 26 2009, 2009, at 11:20
o'clock a M.
Was recorded in Deed book 16-F on
page 1636-640 in MAR 26 2009
Arthur B. Welcher Deputy
Joy H. Conner Clerk S.C. Wash. Co., Ga.

STATE OF GEORGIA
COUNTY OF FAYETTE

After recording return to:

Slepian & Schwartz, L.L.C.
42 Eastbrook Bend
Peachtree City, Georgia 30269

EASEMENT FOR INGRESS AND EGRESS

THIS EASEMENT made and granted this ___ day of January, 2009, by and between **Thiele Kaolin Company** (hereinafter referred to as "Grantor") and **Chris Davis** (hereinafter referred to as "Grantee").

WITNESSETH

WHEREAS, Grantee is the owner of a tract of land (hereinafter referred to as the "Grantee's Property") located in the 99th, G.M.D., Washington County, Georgia, said Grantee's Property being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, Grantor is the owner of an adjoining tract of land (hereinafter referred to as "Grantor's Property") located in the 99th District, G.M., Washington County, Georgia, said Grantor's Property being more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference.

WHEREAS, Grantor desires to grant to Grantee for the benefit of the Grantee's Property certain easements over the Grantor's Property, for the purposes hereinbelow indicated.

NOW THEREFORE, for and in consideration of TEN DOLLARS (\$10.00), the promises herein contained, and other valuable consideration, in hand paid each party hereto unto the other, the receipt and sufficiency whereof are hereby acknowledged, Grantor and Grantee hereby covenant and agree as follows:

1.
Grantor hereby grants, conveys, and confirms to Grantee, and to the successors in interest and assigns of Grantee with respect to the Grantee's Property, for the use, benefit, and enjoyment of Grantee and its successors in interest and assigns to the Grantee's Property, and their respective tenants, employees, invitees, agents, independent contractors, customers and guests, a perpetual easement running with the land in, to, over, across, and through the that portion of Grantor's Property more particularly described in Exhibit "C" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Easement Area"), for the purpose of providing Grantee ingress and egress access over Grantor's Property to Grantee's Property.

2.
Grantee may, when deemed necessary in the reasonable discretion of Grantee, maintain, repair, and/or replace any pavement which may be placed (with the consent of Grantor) upon this easement provided, however, (i) that no cost or expense shall be incurred by Grantor in connection with the maintenance, repair, or replacement of any such pavement or other improvements now or hereafter located on Grantor's Property pursuant to this Easement for Ingress and Egress, (ii) that Grantor's Property shall be returned to its original condition as soon as reasonably possible after such maintenance, repair, or replacement is completed, and (iii) that all such maintenance, repair and replacement shall be done in a timely and safe manner.

3.
Grantor specifically reserves the right, at any time and from time to time, to mine and remove from said Easement Area all kaolin, bauxite, and other ores, metals, and minerals of whatever kind, whether similar to or different from those specifically enumerated, after first designating, laying out, and making available to Grantee, and subject to the terms of this Easement for Ingress and Egress, an alternate strip of land which is substantially equivalent to that herein described and will be substantially as useful to Grantee as an alternate means of ingress and egress to and from Grantee's Property over and across Grantor's Property. When said alternate strip has been so designated, laid out, and made available to Grantee, then Grantee, within sixty (60) days thereafter shall, at its own expense, remove from the Easement Area any improvements erected thereon which would interfere with mining on or under said Easement Area by Grantor. Such alternate strip of land, when designated, laid out and made available as herein provided, shall thereafter be subject to all of the provisions of this Easement for Ingress and Egress.

4.
This Agreement shall be binding upon and shall inure to the benefit of Grantor and Grantee, and their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal, and Grantee has caused these presents to be executed under seal as of the date first above written.

Signed, sealed and delivered in
the presence of:

Susan E. Yan
Unofficial Witness
Notary Public

GRANTEE:

Chris Davis
Chris Davis

Signed, sealed and delivered in
the presence of:

Debra T. Martin
Unofficial Witness
Notary Public

GRANTOR:

Thiele Kaolin Company

By: Sam J. Smith
SAM J. SMITH

Title: PRESIDENT & CHAIRMAN OF THE BOARD

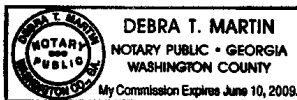
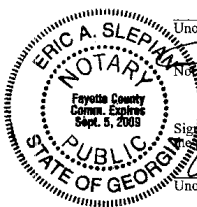


EXHIBIT "A"

All that tract or parcel of land lying and being in the 99th G.M. District of Washington County, Georgia, being more particularly described as "Battle Tract" containing 76.79, more or less, as per survey for Amax Forest Products, Inc., prepared by T. Larry Rachels, GRLS# 1730, in plat recorded in Plat Book 1-F, Page 120, Washington County, Georgia Records, to which plat reference is made for a more detailed description.

EXHIBIT "B"

All that tract or parcel of land situate, lying and being in the 99th G.M.D., of Washington County, Georgia, containing 200.00 acres, more or less, as shown on that plat of survey made by Carey E. Treadwell entitled "T. K. C. Hodges Land and Timber Company Tract" under date of January 22, 1993, of record in Plat Book 11, Page 347, Washington Superior Court Records, which plat and the record thereof are by this reference made a part hereof in aid of this description.

EXHIBIT "C"

ALL THAT EASEMENT TRACT OR PARCEL OF LAND lying in 99th G. M. District, Washington County, Georgia, and being more particularly described as follows:

Commencing at the intersection of H. B. Dixon Road and Prosser Road, Thence approximately 1 mile to a 1" iron pipe found on the southern right-of-way line of Prosser Road (80' R/W) at the property corner separating the lands now or formerly of Travis W. Spires and now or formerly of Theile Kaolin; Thence running along the southern right-of-way line of Prosser Road a bearing of N87°04'50"E a distance of 639.13' to a computed point at the intersection of the right-of-way line of Prosser Road and the western boundary of a 24' Ingress/Egress Easement and the **TRUE POINT OF BEGINNING**.

Thence running the southern right-of-way line of Prosser Road a bearing of N 87°04'50" E a distance of 24.18' to a computed point;
Thence leaving the right-of-way line of Prosser Road running a curve turning to the right with an arc length of 131.09', with a radius of 195.14', with a chord bearing of S 22°50'36" W, with a chord length of 128.64' to a computed point;
Thence running a bearing of S 44°09'17" W a distance of 277.62' to a computed point;
Thence running a curve turning to the left with an arc length of 139.65', with a radius of 174.44', with a chord bearing of S 28°56'30" W, with a chord length of 135.95' to a computed point;
Thence running a bearing of S 06°26'47" W a distance of 79.63' to a computed point;
Thence running a curve turning to the left with an arc length of 132.51', with a radius of 290.44', with a chord bearing of S 05°08'01" E, with a chord length of 131.36' to a computed point;
Thence running a reverse curve turning to the right with an arc length of 154.15', with a radius of 253.29', with a chord bearing of S 03°42'53" E, with a chord length of 151.78' to a computed point;
Thence running a bearing of S 16°55'10" W a distance of 77.06' to a computed point;
Thence running a curve turning to the left with an arc length of 131.12', with a radius of 282.85', with a chord bearing of S 05°22'54" W, with a chord length of 129.95' to a computed point;
Thence running a reverse curve turning to the right with an arc length of 335.34', with a radius of 1757.44', with a chord bearing of S 05°01'01" E, with a chord length of 334.84' to a computed point;
Thence running a compound curve turning to the right with an arc length of 152.68', with a radius of 277.17', with a chord bearing of S 13°36'12" W, with a chord length of 150.75' to a computed point;
Thence running a reverse curve turning to the left with an arc length of 261.02', with a radius of 239.79', with a chord bearing of S 01°48'04" E, with a chord length of 248.32' to a computed point;
Thence running a bearing of S 30°33'42" E a distance of 67.11' to a computed point;
Thence running a bearing of S 40°36'21" E a distance of 214.35' to a computed point;
Thence running a bearing of S 28°24'39" E a distance of 405.49' to a computed point;
Thence running a bearing of S 34°18'45" E a distance of 331.81' to a computed point;
Thence running a bearing of N 57°23'00" W a distance of 61.24' to a computed point;

Thence running a bearing of N 34°18'45" W a distance of 276.70' to a computed point;
Thence running a bearing of N 28°24'39" W a distance of 404.17' to a computed point;
Thence running a bearing of N 40°36'21" W a distance of 213.89' to a computed point;
Thence running a bearing of N 30°33'42" W a distance of 68.72' to a computed point;
Thence running a curve turning to the right with an arc length of 286.62', with a radius of 263.79', with a chord bearing of N 01°44'40" W, with a chord length of 272.73' to a computed point;
Thence running a reverse curve turning to the left with an arc length of 140.00', with a radius of 253.17', with a chord bearing of N 13°32'32" E, with a chord length of 138.22' to a computed point;
Thence running a compound curve turning to the left with an arc length of 331.85', with a radius of 1733.44', with a chord bearing of N 05°00'59" W, with a chord length of 331.35' to a computed point;
Thence running a reverse curve turning to the right with an arc length of 142.43', with a radius of 306.85', with a chord bearing of N 05°17'43" E, with a chord length of 141.15' to a computed point;
Thence running a bearing of N 16°55'10" E a distance of 76.02' to a computed point;
Thence running a curve turning to the left with an arc length of 139.48', with a radius of 229.29', with a chord bearing of N 03°52'13" W, with a chord length of 137.34' to a computed point;
Thence running a reverse curve turning to the right with an arc length of 143.79', with a radius of 314.44', with a chord bearing of N 05°13'16" W, with a chord length of 142.54' to a computed point;
Thence running a bearing of N 06°26'47" E a distance of 79.23' to a computed point;
Thence running a curve turning to the right with an arc length of 157.10', with a radius of 198.44', with a chord bearing of N 28°42'51" E, with a chord length of 153.03' to a computed point;
Thence running a bearing of N 44°09'17" E a distance of 275.61' to a computed point;
Thence running a curve turning to the left with an arc length of 111.80', with a radius of 171.14', with a chord bearing of N 23°13'58" E, with a chord length of 109.83' to a computed point;
which is the **TRUE POINT OF BEGINNING**.

The above-described easement contains 1.58 Acres and is intended as a 24' ingress/egress easement serving the 76.8± Acres formerly known as the "Battle Tract".