

## STATUTORY WARRANTY DEED

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS that the **SWF BIRMINGHAM, LLC**, a Delaware limited liability company (the "Grantor"), with a mailing address of c/o The Molpus Woodlands Group, LLC, 654 N. State Street, Jackson, MS 39202, for and in consideration of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration hereby acknowledged to have been paid to Grantor by **HIGHWAY 13, LLC**, an Alabama limited liability company (the "Grantee"), with a mailing address at 120 Bishop Circle, Pelham, AL 35124, does, upon and subject to any and all conditions, covenants, easements, exceptions, limitations, reservations, and restrictions hereinafter contained or mentioned, hereby grant, bargain, sell and convey unto Grantee, that certain real property situated in Shelby County, Alabama, as is more particularly described on Exhibit A, which is attached hereto and adopted and incorporated herein as if fully set out (the "Property"), TOGETHER, with all and singular, the rights, members, privileges, hereditaments, easements, appurtenances, and improvements thereunto belonging or in anywise appertaining thereto, TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

Title to the Property shall be subject to those matters set forth on Exhibit B, which is attached hereto and adopted and incorporated herein as if fully set out.

Grantor will warrant and defend the right and title to the Property unto Grantee against the lawful claims of all persons claiming by, through, or under Grantor, and none other, EXCEPT that no warranty is hereby extended to the conveyance of any mineral rights, including sand, clay and gravel rights, being conveyed herein. Other than any such implied warranties of title, **Grantor makes no warranty whatsoever, whether express or implied and conveys the Property to Grantee as is with all faults.**

All recording references in this deed are to the records appearing in the Office of the Judge of Probate of Shelby County, Alabama.

[Signature Page to Follow]

SWF Birmingham to Highway 13  
Shelby County, AL  
MTM#SWFLS0130

[Signature Page for Statutory Warranty Deed]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on the 11<sup>th</sup> day of August, 2015 and effective as of the 17<sup>th</sup> day of August, 2015.

GRANTOR:

**SWF BIRMINGHAM, LLC,**  
a Delaware limited liability company

By: [Signature]  
Ken Sewell, Chief Operating Officer of  
The Molpus Woodlands Group, LLC,  
its Authorized Agent and Property Manager

STATE OF Mississippi  
COUNTY OF Forrest

I, Megan Givens, a Notary Public in and for said County in said State, hereby certify that Ken Sewell whose name as Chief Operating Officer of The Molpus Woodlands Group, LLC, the Authorized Agent and Property Manager of SWF Birmingham, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company, after having taken an oath.

Given under my hand and official seal on this the 11<sup>th</sup> day of August, 2015.

[Signature]  
Notary Public  
Commission Expires: 2-21-2018

[AFFIX NOTARIAL SEAL]

INSTRUMENT PREPARED BY:  
Ashley Harris  
Adams and Reese LLP  
11 North Water Street, Suite 23200  
Mobile, Alabama 36602  
(251) 433-3234

Attachments:

Exhibit "A"- Description of the Property  
Exhibit "B"- Statutory Warranty Exceptions



SWF Birmingham to Highway 13  
Shelby County, AL  
MTM#SWFLS0130

20150820000290110 2/8 \$1460.00  
Shelby Cnty Judge of Probate, AL  
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**EXHIBIT A**  
**Description of the Property**

**Shelby County, Alabama**

Township 21 South, Range 4 West

Section 17: the North-East Quarter; the West half of the North-West quarter; the South-West quarter; the North-East quarter of the South-East quarter

Section 20: All that part of the North half lying and being North of the Cahaba River

  
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**EXHIBIT B**  
**Exceptions to Any and All Warranties of Title**

All recording references herein are to the records appearing in the Office of the Clerk of Court, Shelby County, Alabama, unless otherwise indicated.

1. The lien for ad valorem taxes not yet due and payable and roll back taxes, if any.
2. All oil, gas and other minerals as may have been previously reserved by or conveyed to others and any mineral leases or other documents concerning the mineral estate.
3. All rights, easements and servitudes incident to and a part of the mineral estate underlying the Property and all oil, gas, salt water or disposal well sites and related agreements.
4. All public and private unrecorded and recorded rights-of-way, public roads, utility easements, utility rights-of-way and pipeline rights-of-way now in existence in, on, under, over and across the surface of the Property and all reservations of such rights whether or not in existence.
5. All rights of the State of Alabama and the United States, if any, in and to any navigable waterways situated on or about the Property and all navigational servitudes arising from any navigable waterways situated on or about the Property, all existing easements relating to flowage rights, locks, dams, canals or other improvements pertaining to waterways on the Property.
6. Riparian and other rights created by the fact that the Property may be bounded by or transversed by a river.
7. The right, if any, of neighboring riparian owners and the public or others to use the waters of a river or the rights of the public to use the beaches or shores for recreational purposes.
8. Land formerly or presently comprising the shores or bottom of navigable waters or to artificial accretions or fill or rights or claims of parties to such land.
9. Sovereignty lands and other land which may lie beneath the ordinary high water mark as established as of the date the State of Alabama was admitted to the Union.
10. Any lack of access to all or any part of the Property.
11. Boundary line disputes, overlaps, encroachments, graveyards, the names of roads, rivers or other monuments in the legal description, the precise location of property having an indefinite description and any other similar matters not of record which would be disclosed by an accurate survey and inspection of the Property.

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12. Unrecorded and recorded easements and rights-of-way for existing roads (public or private), railroads and public utility lines running through, over or across the Property.

13. All standard exceptions and limitations or exclusions from coverage shown on the American Land Title Commitment.

14. All land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Property.

15. Any other defect in title to the Property, or any portion thereof, that does not materially adversely affect the use of the Property as commercial timber property; provided, however, that no defect in title shall be deemed to have an adverse effect in the use of the Property unless such defect or defects result in a loss of value of \$14,250.00 individually or \$71,250.00 in the aggregate; and provided further, however that the exceptions set forth hereinabove in clauses 1 through 14 shall not be deemed to have any adverse effect on the use of the Property.

16. Lease agreement between United States Steel Corporation and GeoMet, Inc. as evidenced by Memorandum of Lease recorded in Instrument #2002-29918 and modified by First Amendment recorded in Instrument #2003-21835 and instrument #2003-21834; Second Amendment recorded in Instrument #2003-68315 and Instrument #2003-68316; Unrecorded Third Amendment; Fourth Amendment recorded in Instrument #2005-26637 and Instrument #2005-26638; as assigned to Saga Resource Partners, LLC in Instrument #2013-25766.

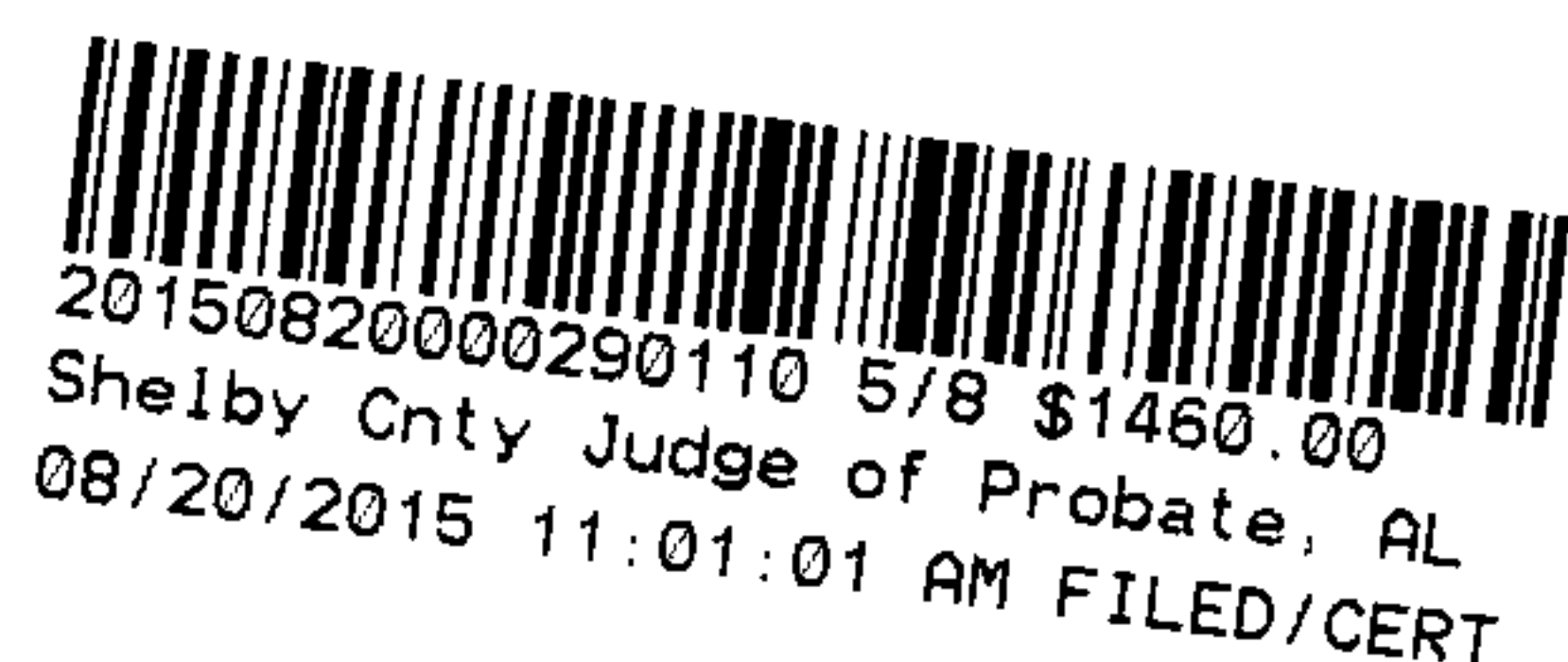
17. Right of way in favor of Alabama Power Company dated 2/28/2005 and referred to in document B-16428.

18. Subject to Right of Way from United States Steel Corporation to Colonial Pipeline Company dated 7/20/1962 recorded in Deed 221, page 826; as amended by contract between United States Steel Corporation and Colonial Pipeline Company dated June 20, 1972 and recorded in Deed Book 276, Page 344; further amended by contract between United States Steel Corporation and Colonial Pipeline Company for the construction of a solar cathodic protection unit and facilities as set forth in C&A6479c and recorded in Real Book 50, Page 151; and last amended by First Amendment to Agreements for Right of Ways by and among United States Steel Corporation, RGGS Land & Minerals, Ltd. L.P., and Colonial Pipeline Company dated May 10, 2012 and recorded in Instrument #20120514000167690.

19. Agreement With Respect to Surface and Subsurface Uses Green between United States Steel Corporation to RGGS Land & Minerals, LTD., L.P., recorded as #20040323000148600 and First Amendment recorded in #20050826000440020.

20. Subject to terms, rights and conditions of that certain instrument from United States Steel Corporation to RGGS Land & Minerals, LTD., L.P., recorded as Instrument

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#20040609000311270.

21. Agreement to Grant Easements from United States Steel Corporation to RGGS Land & Minerals, LTD., L.P. dated February 26th 2004 recorded in Instrument #20121205000464910.

22. Special Warranty Deed to Minerals from United States Steel Corporation to RGGS Land & Minerals, Ltd., L.P., recorded as #20040323000148570 and #20040323000148570.

23. Subject to an Assignment and Assumption Agreement by and between United States Steel Corporation and Valley Creek Land & Timber, LLC concerning RGGS Land and Minerals, Ltd., L.P., a Delaware limited liability partnership recorded in Instrument 201410150000328270.

24. Subject to Coal Seam Gas Lease by and between United States Steel Corporation and GeoMet, Inc. dated April 9, 2002 as set forth in C&A 8009 and Memorandum of Second Amendment to Coal Seam Gas Lease between United States Steel Corporation and GeoMet, Inc. dated August 14, 2003 and recorded in Instrument #20031010000683160 and Notice of Extension of Coal Seam Gas Lease between GeoMet and United States Steel Corporation dated April 4<sup>th</sup>, 2013 and recorded in Instrument #20130410000147990 Ratification of Coal Seam Gas Lease between United States Steel Corporation and GeoMet, Inc. dated October 21, 2013 and recorded in Instrument #20131105000436370.


25. Subject to the rights, terms, conditions and limitations under Amended Agreed Order concerning access easements as recorded in Instrument 20071108000517240.

26. Subject to terms, conditions, rights, rights of others, set forth in deed from Kimberly Clark Corporation to Kimberly Clark Worldwide Inc. recorded at Instrument #1997-02004 other than the timber rights as set forth therein.

27. Subject to terms conditions, limitations, reservations, exclusions, rights and all other obligations or reservations set forth in deed from Alliance Forest Products U.S. Corp. f/k/a U S Alliance Coosa Pines Corporation to Cahaba Forests, LLC, recorded at Instrument #2000-04451 and corrected at Instrument #2001-21744 other than the timber rights as set forth therein.

28. Mineral rights reservation set forth in deed from U. S. Alliance Coosa Pines to Cahaba Forests, LLC recorded at Instrument #2000-04451 and corrected at Instrument #2001-21744.

29. Subject to terms conditions, limitations, reservations, exclusions, rights and all other obligations or reservations set forth in deed from Cahaba Forests, LLC, to Shelby Investments, LLC recorded at 20081215000466260 which timber rights have expired under the terms set forth therein.

  
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**Shelby County, Alabama**

Township 21 South, Range 4 West

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## Real Estate Sales Validation Form

*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name SWF Birmingham, LLC  
Mailing Address 654 N. State Street  
Jackson, MS 39202

Grantee's Name Highway 13, LLC  
Mailing Address 120 Bishop Circle  
Pelham, AL 35124

Property Address See attached Legal Description

Date of Sale August 17, 2015  
Total Purchase Price \$1,425,000.00



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or  
Actual Value \$

or  
Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

Bill of Sale  
XXX Sales Contract  
Closing Statement

Appraisal  
Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

### Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 8/17/15

Print Ashley S. Harris

X Unattested

Sign [Signature]

Shelby County, AL 08/20/2015  
State of Alabama  
Deed Tax: \$1425.00

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1