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2014 15139
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DEED Book & Page
09-02-2014 04:50:07 PM
Source Of Title: DEED 2005 / 17806
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

Upon recording return this instrument to:

William H. Cunningham, Jr.
Alabama Title Co., Inc.
2233 Second Avenue North
Birmingham, Alabama 35203
(205) 322-1821

This instrument was prepared by:

Ashley S. Harris, Esq.
Adams and Reese LLP
11 N. Water Street, Suite 23200
Mobile, Alabama 36602
(251) 433-3234

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09/04/2014 02:27:16 PM
Jerry C. Pow
Probate Judge
Bibb County, Alabama

Recording Fee 123.50
Total 123.50

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Bk: LR201462 Pg:23552
Jefferson County, Alabama
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Judge of Probate- Alan L. King

STATE OF ALABAMA
COUNTIES OF BIBB, JEFFERSON,
SHELBY, TUSCALOOSA AND WALKER

Tuscaloosa County Source of Title:

Deed Book 2005 Page 17806, Deed Book
2005 Page 17824, Deed Book 2014 Page
14958 and Deed Book 2014 Page 14974
130.00

RECIPROCAL ACCESS EASEMENT

This RECIPROCAL ACCESS EASEMENT (the "Agreement") is made and entered into as of the 28th day of August, 2014, by and between **VALLEY CREEK LAND & TIMBER, LLC**, a Mississippi limited liability company, whose address is 1300 Meadowbrook Road, Suite 202, Jackson, Mississippi 39211 ("Valley Creek"), and **SWF BIRMINGHAM, LLC**, a Delaware limited liability company, whose address is 654 North State Street, Jackson, Mississippi 39202 ("SWF").

WHEREAS, Valley Creek is the owner of certain tracts of property situated in Bibb, Jefferson, Shelby, Tuscaloosa and Walker Counties, Alabama, that are generally depicted on Exhibits A and B attached hereto (said tracts are referred to herein as the "Valley Creek Property"); and

WHEREAS, SWF is the owner of certain tracts of property situated in Bibb, Jefferson, Shelby, Tuscaloosa and Walker Counties, Alabama, that are generally depicted on Exhibits A and B, attached hereto (said tracts are referred to herein as the "SWF Property"); and

WHEREAS, Valley Creek desires to obtain certain easements and rights of way across the SWF Property in order to have ingress and egress to the Valley Creek Property; and

WHEREAS, SWF desires to obtain certain easements and rights of way across the Valley Creek Property in order to have ingress and egress to the SWF Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Valley Creek and SWF do hereby agree as follows:

Shelby County, AL 09/08/2014
State of Alabama
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Shelby Cnty Judge of Probate, AL
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1. Grant of Easements.

(a) Valley Creek does hereby grant, bargain, sell and convey to SWF and its successors and assigns perpetual, non-exclusive easements, over existing woods roads, sixty (60) feet in width, for access purposes over and across the Valley Creek Property for the purpose of vehicular (including, but not limited to log trucks and other vehicles associated with SWF's forestry operations) and pedestrian ingress and egress to and from the SWF Property (the "SWF Perpetual Easements"). The SWF Perpetual Easements shall be situated on the Valley Creek Property, as generally depicted on Exhibit A, attached hereto. The SWF Perpetual Easements are for the benefit of SWF and any future owners of the SWF Property and their invitees, and shall extend to such parties' affiliated interests or entities, successors and assigns, licensees, agents, invitees, or other persons acting on behalf of such party, including, but not limited to contractors or timber purchasers and their contractors. Valley Creek reserves to itself and its successors and assigns all rights to use the surface of, and the subsurface under, and the airspace over, the SWF Perpetual Easements for any purpose that does not unreasonably interfere with the rights granted herein. TO HAVE AND TO HOLD the same unto SWF, its successors and assigns, subject to all of the terms, provisions, conditions, and covenants hereof.

(b) For a period of eighteen (18) months from the date hereof, Valley Creek does hereby grant, bargain, sell and convey to SWF and its successors and assigns temporary, non-exclusive easements, over existing woods roads, sixty (60) feet in width, for access purposes over and across the Valley Creek Property for the purpose of vehicular (including, but not limited to log trucks and other vehicles associated with SWF's forestry operations) and pedestrian ingress and egress to and from the SWF Property (the "SWF Temporary Easements" together with the SWF Perpetual Easements collectively, the "SWF Easements"). The SWF Temporary Easements shall be situated on the Valley Creek Property, as generally depicted on Exhibit C, attached hereto. The SWF Temporary Easements are for the benefit of SWF and their invitees, and shall extend to such parties' affiliated interests or entities, successors and assigns, licensees, agents, invitees, or other persons acting on behalf of such party, including, but not limited to contractors or timber purchasers and their contractors. Valley Creek reserves to itself and its successors and assigns all rights to use the surface of, and the subsurface under, and the airspace over, the SWF Temporary Easements for any purpose that does not unreasonably interfere with the rights granted herein. TO HAVE AND TO HOLD the same unto SWF, its successors and assigns, subject to all of the terms, provisions, conditions, and covenants hereof.

(c) SWF does hereby grant, bargain, sell and convey to Valley Creek and its successors and assigns perpetual, non-exclusive easements, over existing woods roads, sixty (60) feet in width, for access purposes over and across the SWF Property for the purpose of vehicular (including, but not limited to log trucks and other vehicles associated with Valley Creek's forestry operations) and pedestrian ingress and egress to and from the Valley Creek Property (the "Valley Creek Easements"). The Valley Creek Easements shall be situated on the SWF Property, as generally depicted on Exhibit B, attached hereto. The Valley Creek Easements are for the benefit of Valley Creek and any future owners of the Valley Creek Property and their invitees, and shall extend to such parties' affiliated interests or entities, successors and assigns, licensees, agents, invitees, or

other persons acting on behalf of such party, including, but not limited to contractors or timber purchasers and their contractors. SWF reserves to itself and its successors and assigns all rights to use the surface of, and the subsurface under, and the airspace over, the Valley Creek Easements for any purpose that does not unreasonably interfere with the rights granted herein. TO HAVE AND TO HOLD the same unto Valley Creek, its successors and assigns, subject to all of the terms, provisions, conditions, and covenants hereof

2. SWF's Use and Condition.

(a) The SWF Easements are non-exclusive, and Valley Creek reserves to itself, its successors and assigns, the right to utilize the SWF Easements for any purpose which does not unreasonably interfere with the use of the SWF Easements by SWF for the purposes set forth herein.

Valley Creek further reserves the right to grant compatible uses to third parties. Each party shall use the rights granted and reserved by this Agreement with due regard to the rights of the other party to use and enjoy the SWF Easements. Valley Creek further reserves the right to relocate the SWF Easements, at the sole cost and expense of Valley Creek, so long as the relocation provides comparable access to the SWF Property.

(b) Valley Creek shall not be liable for the failure or inability of SWF to utilize all or any part of the SWF Easements. Nothing herein contained shall be construed as a warranty that the condition of the land upon which the SWF Easements are located is in good condition or is fit or suitable for any use or purpose. SWF acknowledges that it is familiar with the condition of land on which the SWF Easements are located and that it is accepted by SWF "as is."

(c) The SWF Easements are made strictly subject to any existing liens, leases, easements, servitudes, rights of way, or other encumbrances affecting the SWF Easements, whether of record or on the ground.

(d) SWF shall not construct or place gates, fences or other barriers across the SWF Easements without the express written consent of Valley Creek. Valley Creek shall have the right to place gates across the SWF Easements so long as SWF has the right to place its own lock on such gates. SWF shall keep closed and locked any gates erected upon the SWF Easements, whether by SWF, Valley Creek or otherwise.

(e) SWF shall fully comply with all laws, rules, regulations and requirements of all federal, state or local governmental authority in the exercise of the rights granted herein.

3. Valley Creek's Use and Condition.

(a) The Valley Creek Easements are non-exclusive, and SWF reserves to itself, its successors and assigns, the right to utilize the Valley Creek Easements for any purpose which does not unreasonably interfere with the use of the Valley Creek Easements by Valley Creek for the purposes set forth herein. SWF further reserves the right to grant compatible uses to third parties. Each party shall use the rights granted and reserved by this Agreement with due regard to the rights of the other party to use and enjoy the Valley Creek Easements. SWF further reserves the right to

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Rick Allison, Judge of Probate, Walker County, Alabama

relocate the Valley Creek Easements, at the sole cost and expense of SWF, so long as the relocation provides comparable access to the Valley Creek Property.

(b) SWF shall not be liable for the failure or inability of Valley Creek to utilize all or any part of the Valley Creek Easements. Nothing herein contained shall be construed as a warranty that the condition of the land upon which the Valley Creek Easements are located is in good condition or is fit or suitable for any use or purpose. Valley Creek acknowledges that it is familiar with the condition of land on which the Valley Creek Easements are located and that it is accepted by Valley Creek "as is."

(c) The Valley Creek Easements are made strictly subject to any existing liens, leases, easements, servitudes, rights of way, or other encumbrances affecting the Valley Creek Easements, whether of record or on the ground.

(d) Valley Creek shall not construct or place gates, fences or other barriers across the Valley Creek Easements without the express written consent of SWF. SWF shall have the right to place gates across the Valley Creek Easements so long as Valley Creek has the right to place its own lock on such gates. Valley Creek shall keep closed and locked any gates erected upon the Valley Creek Easements, whether by Valley Creek, SWF or otherwise.

(e) Valley Creek shall fully comply with all laws, rules, regulations and requirements of all federal, state or local governmental authority in the exercise of the rights granted herein.

4. Valley Creek's Covenants. For the purpose of inducing SWF to enter into this Agreement, Valley Creek hereby makes the following warranties, representations and covenants to SWF:

(a) Valley Creek shall use the Valley Creek Easements only for the purposes identified in Paragraph 1(b) and Valley Creek shall not use or permit or suffer the use of the Valley Creek Easements or any part thereof for any other purpose.

(b) Valley Creek agrees that its exercise of the rights granted under this Agreement shall not result in waste, damage, destruction or impairment of the SWF Property, and further agrees to take all necessary measures to protect adjacent lands and nearby streams from any and all adverse effects caused by its use and/or maintenance of the Valley Creek Easements.

(c) Valley Creek, in the exercise of any of its rights herein, shall do so in a manner which will not damage the SWF Property nor interfere with SWF's use thereof. If, in the exercise of any of its rights herein, Valley Creek causes any damage to the SWF Property, Valley Creek is solely responsible for repairing such damage done.

(d) Valley Creek shall not suffer or permit any lien claims (mechanic, materialmen or otherwise) to be filed or otherwise asserted against the Valley Creek Easements, and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the

enforcement thereof, provided, however, that Valley Creek shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim provided that Valley Creek posts a statutory lien bond which removes such lien from title to the Valley Creek Easements within fifteen (15) days of Valley Creek's receipt of notice of the existence of the lien from a contractor, a governmental authority, or any other person, including SWF.

5. SWF's Covenants. For the purpose of inducing Valley Creek to enter into this Agreement, SWF hereby makes the following warranties, representations and covenants to Valley Creek:

(a) SWF shall use the SWF Easements only for the purposes identified in Paragraph 1(a) and SWF shall not use or permit or suffer the use of the SWF Easements or any part thereof for any other purpose.

(b) SWF agrees that its exercise of the rights granted under this Agreement shall not result in waste, damage, destruction or impairment of the Valley Creek Property, and further agrees to take all necessary measures to protect adjacent lands and nearby streams from any and all adverse effects caused by its use and/or maintenance of the SWF Easements.

(c) SWF, in the exercise of any of its rights herein, shall do so in a manner which will not damage the Valley Creek Property nor interfere with Valley Creek's use thereof. If, in the exercise of any of its rights herein, SWF causes any damage to the Valley Creek Property, SWF is solely responsible for repairing such damage done.

(d) SWF shall not suffer or permit any lien claims (mechanic, materialmen or otherwise) to be filed or otherwise asserted against the SWF Easements, and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof, provided, however, that SWF shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim provided that SWF posts a statutory lien bond which removes such lien from title to the SWF Easements within fifteen (15) days of SWF's receipt of notice of the existence of the lien from a contractor, a governmental authority, or any other person, including Valley Creek.

6. Maintenance.

(a) SWF and Valley Creek shall have the right, but not the obligation, to maintain, improve and resurface the SWF Easements. Unless both parties agree in writing to share the cost of road maintenance and/or improvement in advance of such maintenance or improvement being made, said maintenance or improvement shall be at the sole cost and expense of the maintainer/improver or the party ordering the maintenance and/or improvement. Notwithstanding anything to the contrary contained herein, all damage or destruction occasioned by SWF, its successors, assigns, agents, contractors, representatives, employees, licensees, invitees or other persons acting on behalf of SWF, to the SWF Easements shall be repaired by SWF at its sole cost and expense. Should SWF fail to repair the SWF Easements as required herein, in addition to any other remedies available to Valley

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Rick Allison, Judge of Probate, Walker County, Alabama

Creek at law or in equity, Valley Creek shall have the right to make any such repairs to the SWF Easements and seek reimbursement from SWF for such cost.

(b) Valley Creek and SWF shall have the right, but not the obligation, to maintain, improve and resurface the Valley Creek Easements. Unless both parties agree in writing to share the cost of road maintenance and/or improvement in advance of such maintenance or improvement being made, said maintenance or improvement shall be at the sole cost and expense of the maintainer/improver or the party ordering the maintenance and/or improvement. Notwithstanding anything to the contrary contained herein, all damage or destruction occasioned by Valley Creek, its successors, assigns, agents, contractors, representatives, employees, licensees, invitees or other persons acting on behalf of Valley Creek, to the Valley Creek Easements shall be repaired by Valley Creek at its sole cost and expense. Should Valley Creek fail to repair the Valley Creek Easements as required herein, in addition to any other remedies available to SWF at law or in equity, SWF shall have the right to make any such repairs to the Valley Creek Easements and seek reimbursement from Valley Creek for such cost.

7. Default.

(a) If Valley Creek shall fail, faithfully and timely, to keep, observe, perform and comply with any of the covenants conditions, undertakings or provisions hereof or use the Valley Creek Easements for purposes not provided for in Paragraph 1(b) above, SWF may give written notice to Valley Creek, that unless such use, failure, omission or breach shall, within thirty (30) days from the date of such notice be cured and remedied, SWF may thereupon, by written notice, declare the Valley Creek Easements to be null and void and of no further force and effect and said grant shall terminate and said Valley Creek Easements shall revert absolutely to SWF.

(b) If SWF shall fail, faithfully and timely, to keep, observe, perform and comply with any of the covenants conditions, undertakings or provisions hereof or use the SWF Easements for purposes not provided for in Paragraph 1(a) above, Valley Creek may give written notice to SWF, that unless such use, failure, omission or breach shall, within thirty (30) days from the date of such notice be cured and remedied, Valley Creek may thereupon, by written notice, declare the SWF Easements to be null and void and of no further force and effect and said grant shall terminate and said SWF Easements shall revert absolutely to Valley Creek.

(c) In the event of a reverter of the Valley Creek Easements as provided above in 7(a), SWF may, at its sole discretion, request and Valley Creek shall execute and deliver a release in proper form, to SWF of any right, title and interest in and to the SWF Easements.

(d) In the event of a reverter of the SWF Easements as provided above in 7(b), Valley Creek may, at its sole discretion, request and SWF shall execute and deliver a release in proper form, to Valley Creek of any right, title and interest in and to the SWF Easements.

8. Valley Creek Indemnity.

(a) Valley Creek shall, and does hereby agree that it will protect, defend and

indemnify and hold harmless, SWF and its employees, agents, successors and assigns (the "SWF Indemnitees") at all times from and against and in respect to any and all damages, as hereinafter defined. "Damages" as used herein shall include any claims, actions, demands, losses, costs, expenses, obligations, liabilities (joint or several), penalties, charges and damages (including without limitation, reasonable legal, accounting, consulting, engineering, and other fees and expenses incurred in investigating or in attempting to avoid the same or oppose the imposition thereof) that may be imposed or incurred by, or assessed against any of the SWF Indemnitees by any other party or parties (including, without limitation, any governmental entity) arising out of, in connection with or relating to the subject matter of:

(i) Any breach by Valley Creek of any of the representations, warranties, covenants, and agreements of Valley Creek contained in this Agreement or in any other agreement or instrument executed and delivered by Valley Creek pursuant to the terms hereof;

(ii) Any act, omission, or commission of Valley Creek, its employee(s), agent(s), contractor(s), invitee(s), guest(s), patron(s), and/or licensee(s), that results from Valley Creek's use and/or occupancy of any portion of the Valley Creek Easements; and,

(iii) Any accident or other occurrence causing injury or death to any person (including, without limitation, SWF's representatives, agents, and employees), or damage to property (including, without limitation, property of the SWF), directly or indirectly, related in any way to any act, omission, or commission of Valley Creek, its employee(s), agent(s), contractor(s), invitee(s), guest(s), patron(s), and/or licensee(s), that results from Valley Creek's use and/or occupancy of any portion of the Valley Creek Easements.

9. SWF Indemnity.

(a) SWF shall, and does hereby agree that it will protect, defend and indemnify and hold harmless, Valley Creek and its employees, agents, successors and assigns (the "Valley Creek Indemnitees") at all times from and against and in respect to any and all damages, as hereinafter defined. "Damages" as used herein shall include any claims, actions, demands, losses, costs, expenses, obligations, liabilities (joint or several), penalties, charges and damages (including without limitation, reasonable legal, accounting, consulting, engineering, and other fees and expenses incurred in investigating or in attempting to avoid the same or oppose the imposition thereof) that may be imposed or incurred by, or assessed against any of the Valley Creek Indemnitees by any other party or parties (including, without limitation, any governmental entity) arising out of, in connection with or relating to the subject matter of:

(i) Any breach by SWF of any of the representations, warranties, covenants, and agreements of SWF contained in this Agreement or in any other agreement or instrument executed and delivered by SWF pursuant to the terms hereof;

(ii) Any act, omission, or commission of SWF, its employee(s), agent(s), contractor(s), invitee(s), guest(s), patron(s), and/or licensee(s), that results from SWF's use and/or occupancy of any portion of the SWF Easements; and,

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Rick Allison, Judge of Probate, Walker County, Alabama

(iii) Any accident or other occurrence causing injury or death to any person (including, without limitation, Valley Creek's representatives, agents, and employees), or damage to property (including, without limitation, property of Valley Creek), directly or indirectly, related in any way to any act, omission, or commission of SWF, its employee(s), agent(s), contractor(s), invitee(s), guest(s), patron(s), and/or licensee(s), that results from SWF's use and/or occupancy of any portion of the SWF Easements.

10. Miscellaneous.

(a) The failure of either party to insist, in any one or more instances, upon a strict performance of any of the covenants of this Agreement, shall not be construed as a waiver, or a relinquishment for the future, of such covenant, but the same shall continue and remain in full force and effect.

(b) All notices, consents, requests, declarations, designations, approvals, reports and other communications required or provided for by this Agreement shall be given in writing to the other party at the address set forth above, or at such other address as either party shall designate for itself by notice to the other party hereunder. Except as otherwise provided in this Agreement, any such communication shall be deemed given (i) if personally delivered, telexed or faxed, on the date of receipt if during normal business hours at the place of receipt or otherwise at the opening of normal business hours on the next business day at the place of receipt or (ii) if mailed, three business days after deposit in the U.S. mails, postage prepaid as registered or certified mail, return receipt requested.

(c) If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the same shall be reduced in scope and coverage to the extent necessary to render the same valid, and, if that is not possible, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(d) The covenants and agreements herein contained shall be binding upon and inure to the benefit of the respective parties hereto, their successors and assigns.

(e) All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; and the singular shall include the plural and the plural shall include the singular. Titles of Articles, Sections, Subsections and Paragraphs in this Agreement are for convenience only and neither limit nor amplify the provisions of this Agreement. All references in this Agreement to Articles, Sections, Subsections or Paragraphs of this Agreement shall refer to the corresponding Articles, Sections, Subsections or Paragraphs of this Agreement unless specific reference is made to the articles, sections or other subdivisions of another document or instrument.

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Rick Allison, Judge of Probate, Walker County, Alabama

(f) No provision of this Agreement shall be construed against or interpreted to the disadvantage of a party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. If any words or phrases in this Agreement shall have been stricken or otherwise eliminated, whether or not any other words or phrases have been added, this Agreement shall be construed as if the words or phrases so stricken or eliminated were never included in this Agreement and no implication or reference shall be drawn from the fact that said words or phrases were so stricken or otherwise eliminated.

(g) No representation, promise, inducement, or statement of intention has been made by either party which are not embodied in this Agreement or in the written statements, certificates, schedules, exhibits, or other documents delivered pursuant hereto or in connection with the transactions contemplated hereby, and neither party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth. This Agreement may be modified or amended only by a written instrument signed by each of the parties hereto.

(h) Termination or expiration of this Agreement shall not release any party hereto from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or expiration, or thereafter in case by the terms of this Agreement it is provided that certain things shall or may have to be done after termination or expiration hereof.

(i) Irrespective of the place of execution, it is the intention of the parties that the laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

(j) This Agreement is executed in any number of counterparts, each of which counterpart shall be deemed to be an original, and all collectively but one instrument, and shall for all purposes be sufficiently proved by any such counterpart.

[Signature Pages to Follow]

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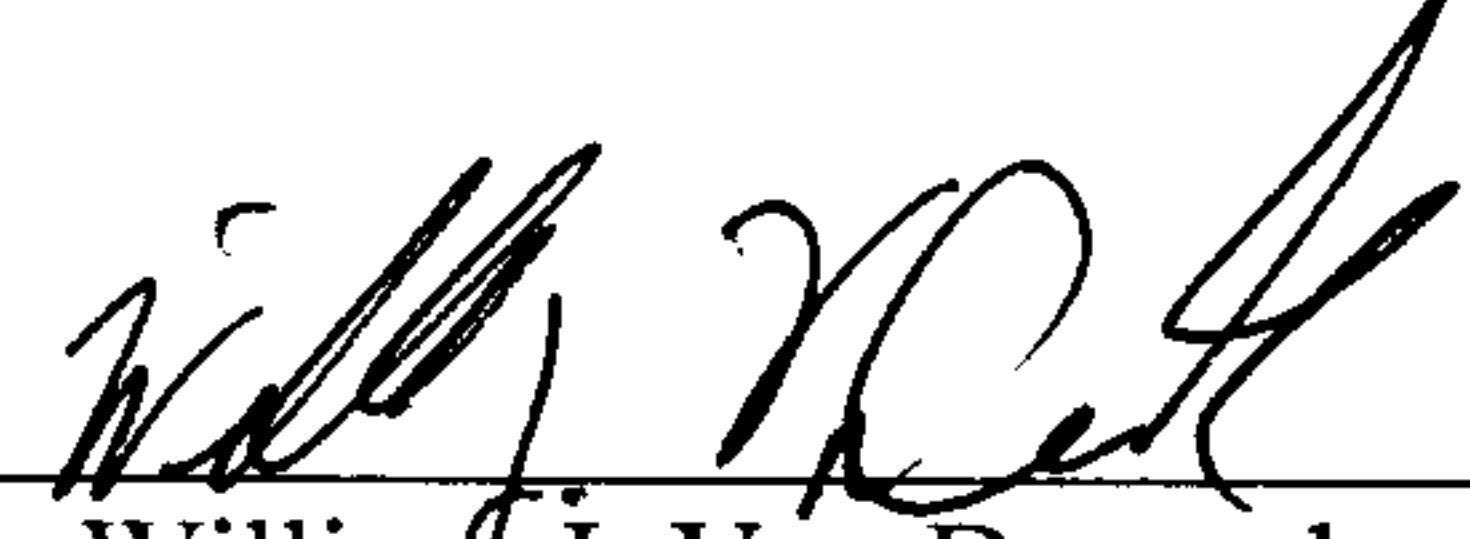
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Rick Allison, Judge of Probate, Walker County, Alabama

[Signature Page for Easement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

VALLEY CREEK:

VALLEY CREEK LAND & TIMBER, LLC

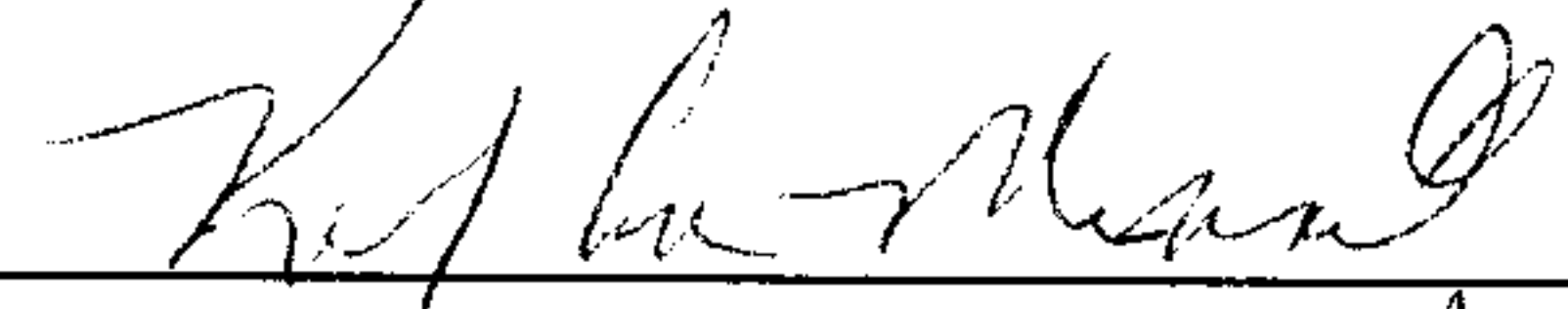
By: 
Name: William J. Van Devender
As its: Manager

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William J. Van Devender, whose name as Manager of VALLEY CREEK LAND & TIMBER, LLC, a Mississippi 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 said instrument, (s)he, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office on this 27th day of August, 2014.

(NOTARY SEAL)


Notary Public, State of Alabama
Printed Name: Kimberly Ann McConnell
My Commission Expires: 8/16/2016

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Rick Allison, Judge of Probate, Walker County, Alabama

[Signature Page for Easement continued]

SWF:

SWF BIRMINGHAM, LLC

By: Sustainable Woodlands Fund, L.P.
Its: Sole Member

By: Sustainable Woodlands Partners, LLC
Its: General Partner

By: Bob Lyle
Name: Bob Lyle
Its: Manager

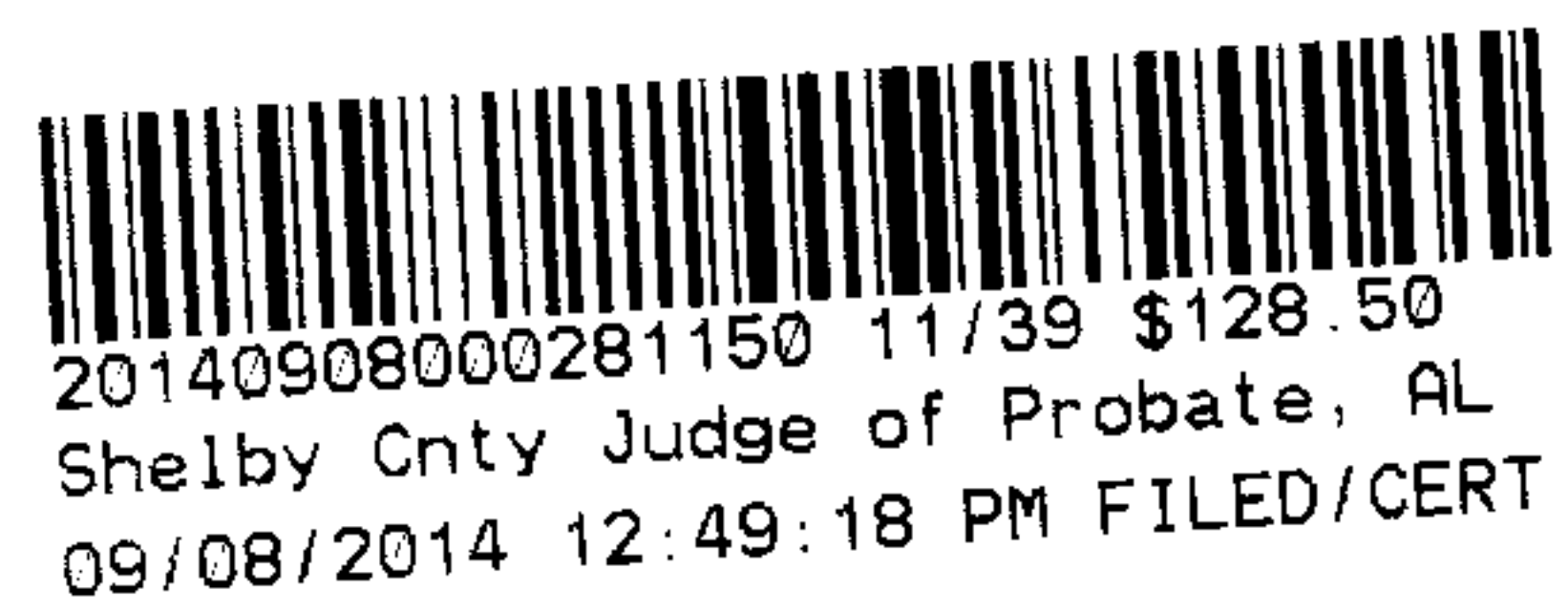
STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bob Lyle, whose name as Manager of Sustainable Woodlands Partners, LLC, a Delaware limited liability company and General Partner of Sustainable Woodlands Fund, L.P., a Delaware limited partnership and sole member 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 said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of Sustainable Woodlands Partners, LLC, as General Partner of Sustainable Woodlands Fund, L.P., as sole member of SWF Birmingham, LLC, and for and as the act of SWF Birmingham, LLC.

Given under my hand and official seal of office on this 27th day of August, 2014.

(NOTARY SEAL)

Donna M. Burton
Notary Public, State of Alabama
Printed Name Donna M. Burton
My Commission Expires: 6/20/17



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Rick Allison, Judge of Probate, Walker County, Alabama

RPB 297 427

2014 15150

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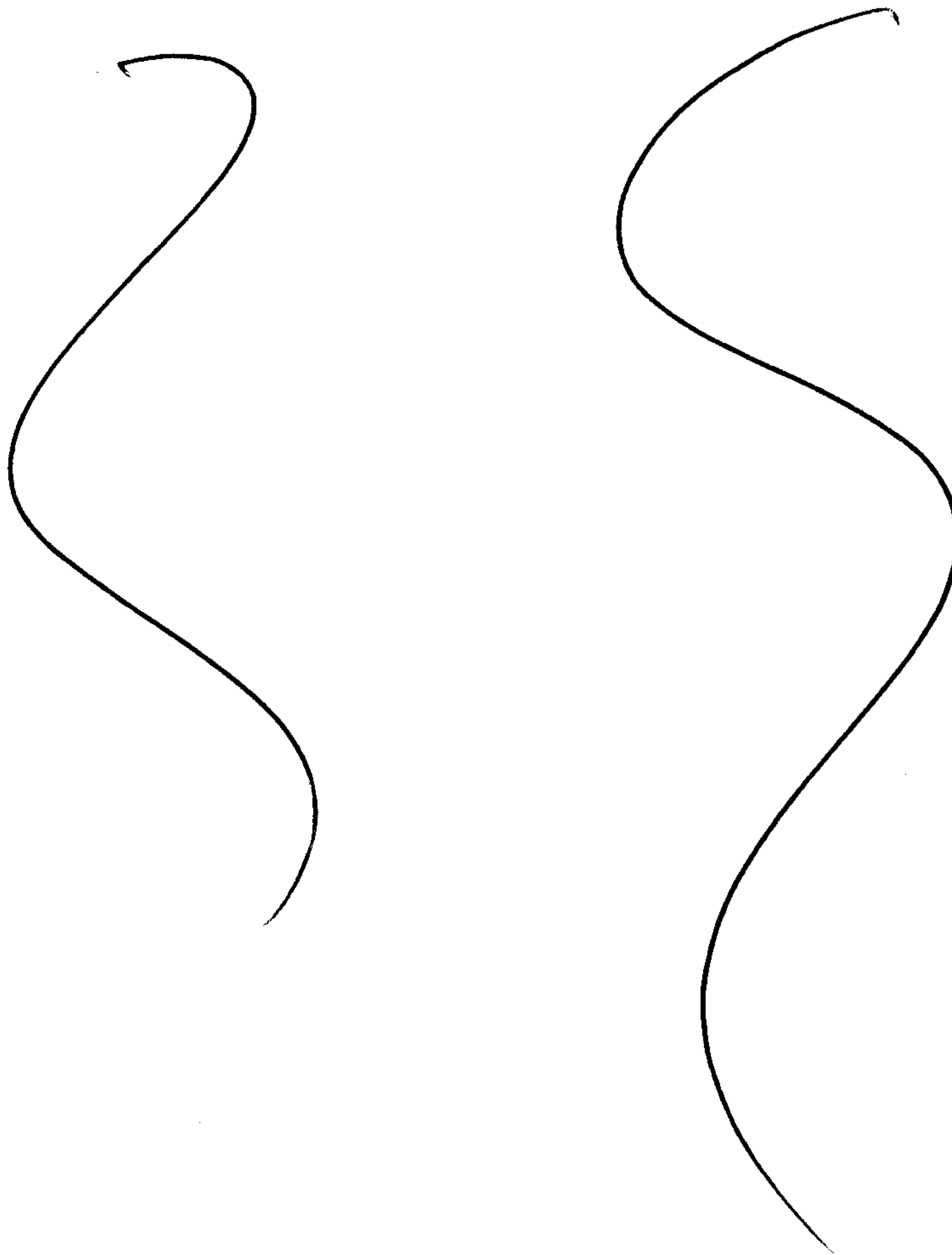
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EXHIBIT A

SWF Perpetual Easements

[see attached]



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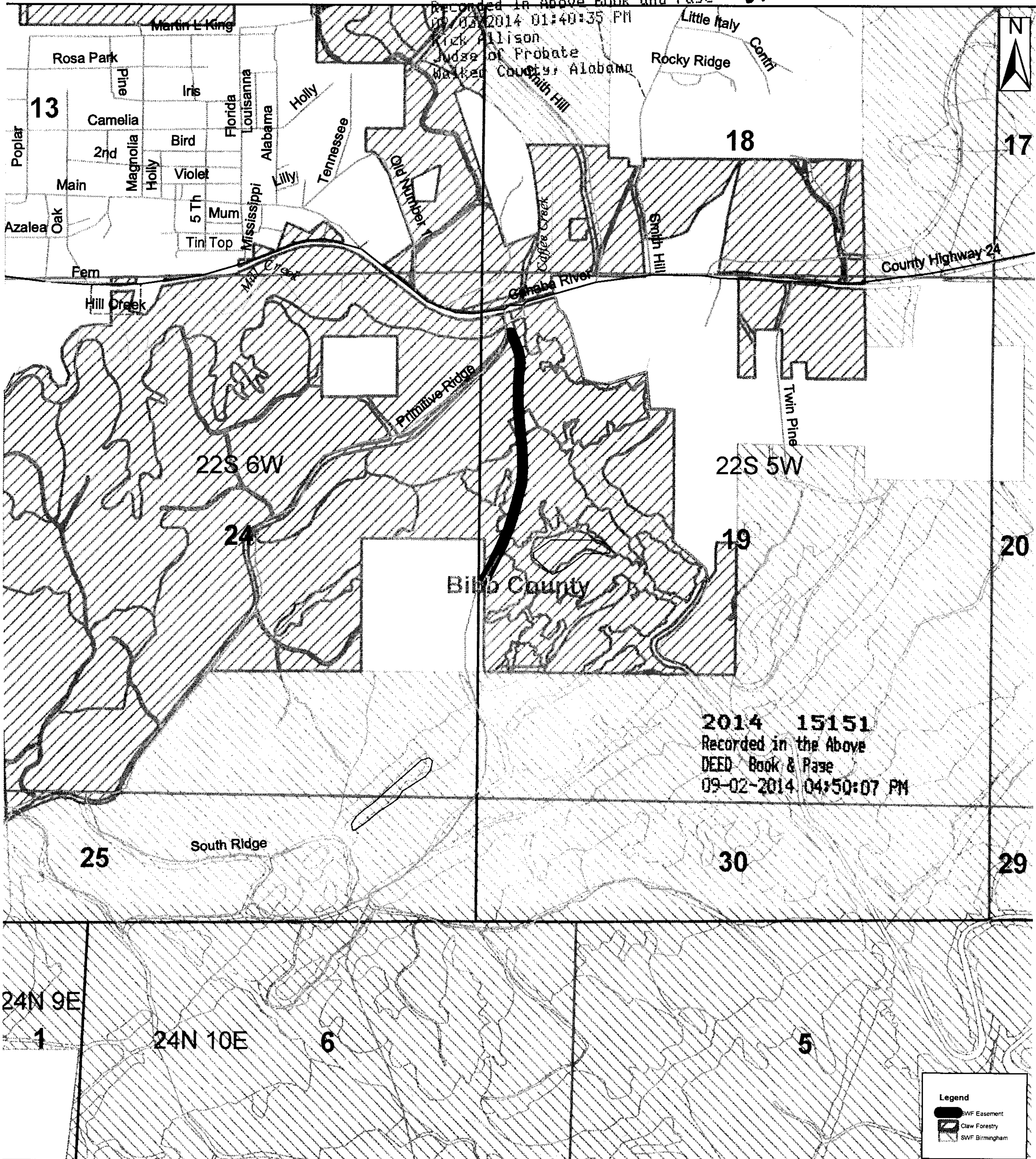


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SWF Birmingham/Claw Forestry

Easement from Claw Forestry to SWF Birmingham

Section 19 T22S R5W Bibb County, AL



SWF Birmingham/Claw Forestry

Easement from Claw Forestry to SWF Birmingham

Section 23 T19S R6W Jefferson County, AL

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Jefferson County

22

Barto

Wood Fern

19S 6W

23

Dogwood Grove

Pine Tree

Dogwood Grove

24

Upton

Bryant

Mud Creek

Mark Coleman

Poe

Mathews

Mathews

Sumpter

Upton

Eads Uptain

27

26

25

Legend

- SWF Easement
- Claw Forestry
- SWF Birmingham



MOLPUS TIMBERLANDS MANAGEMENT

0 0.125 0.25 0.5 Miles

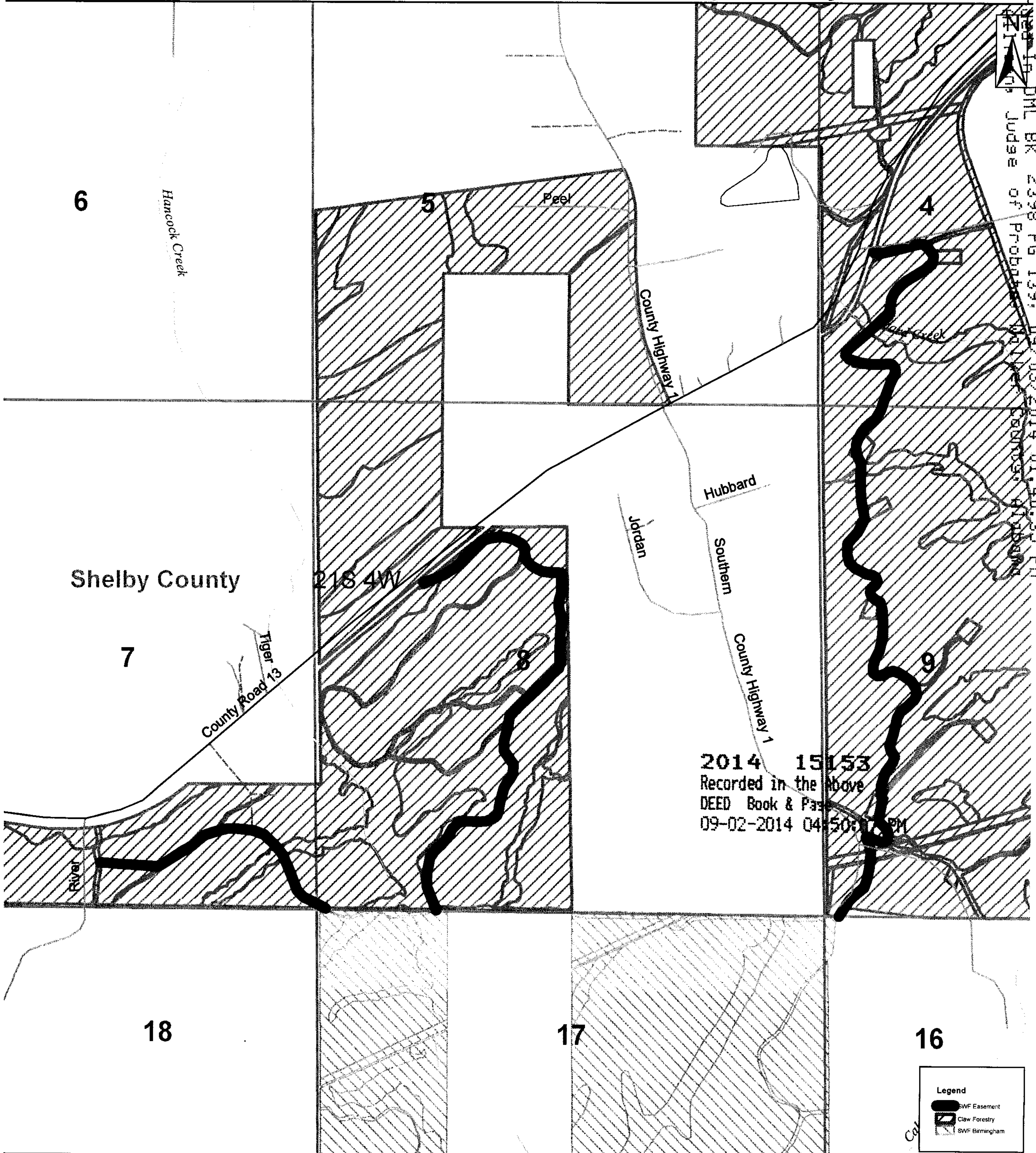


20140908000281150 14/39 \$128.50
Shelby Cnty Judge of Probate, AL
09/08/2014 12:49:18 PM FILED/CERT

t, August 7, 2014

**SWF Birmingham/Claw Forestry
Easement from Claw Forestry to SWF Birmingham
Sections 4, 7, 8, & 9 T21S R4W Shelby County, AL**

Recorded in DML BK 2398 PG 139, 09/03/2014 01:40:35 PM
Rick J. Judge of Probate, AL



MOLPUS TIMBERLANDS MANAGEMENT

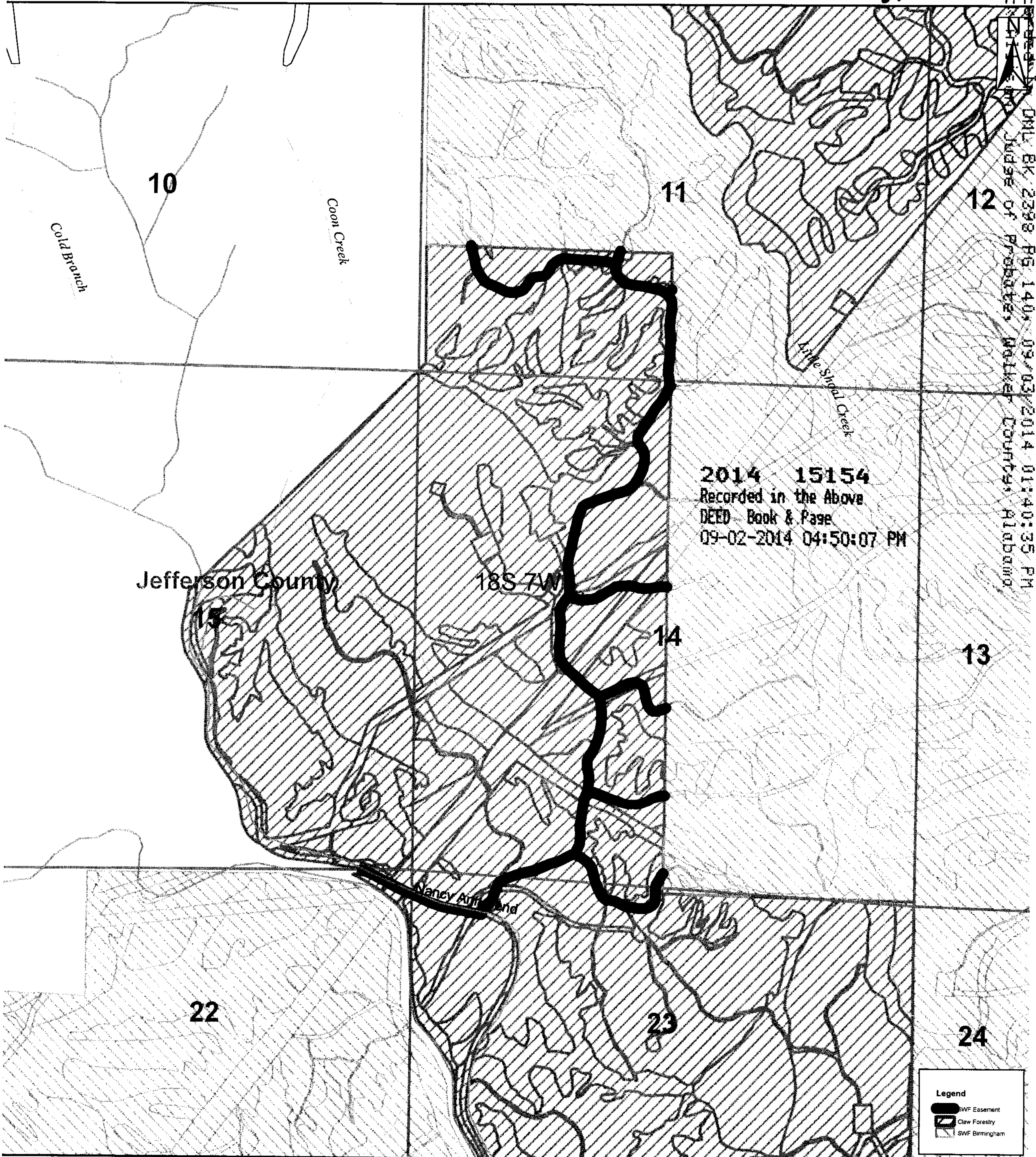
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20140908000281150 15/39 \$128.50
Shelby Cnty Judge of Probate, AL
09/08/2014 12:49:18 PM FILED/CERT

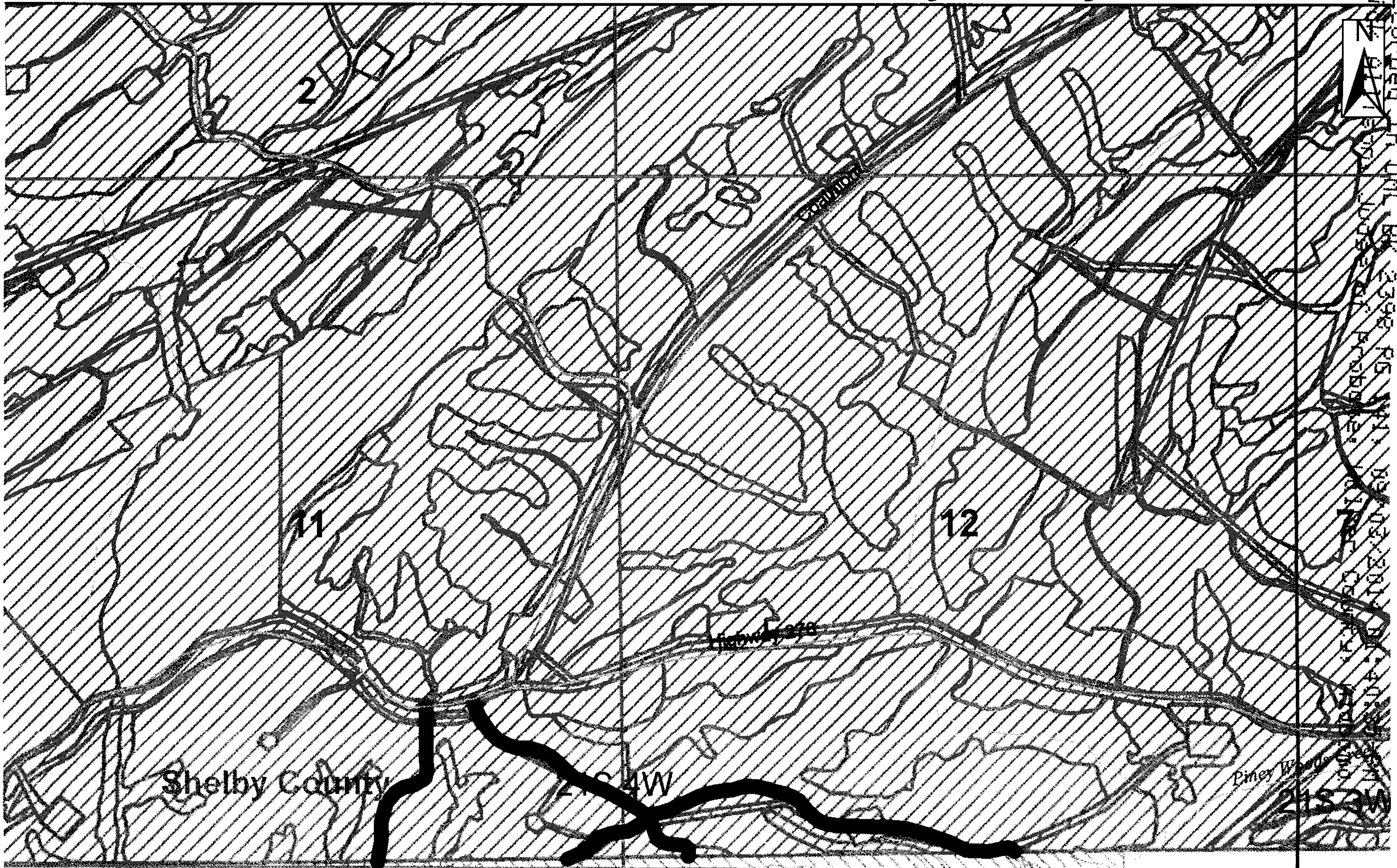
August 7, 2014

SWF Birmingham/Claw Forestry
Easement from Claw Forestry to SWF Birmingham
Sections 11, 14, 22, & 23 T18S R7W Jefferson County, AL



MOLPUS TIMBERLANDS MANAGEMENT

SWF Birmingham/Claw Forestry
Easement from Claw Forestry to SWF Birmingham
Sections 11 & 12 T21S R4W Shelby County, AL



2014 15155
Recorded in the Above
DEED Book & Page
09-02-2014 04:50:07 PM

14

13

18

23

24

Highway 260

Legend
SWF Easement
Claw Forestry
SWF Birmingham



MOLPUS TIMBERLANDS MANAGEMENT

0 0.125 0.25 0.5 Miles

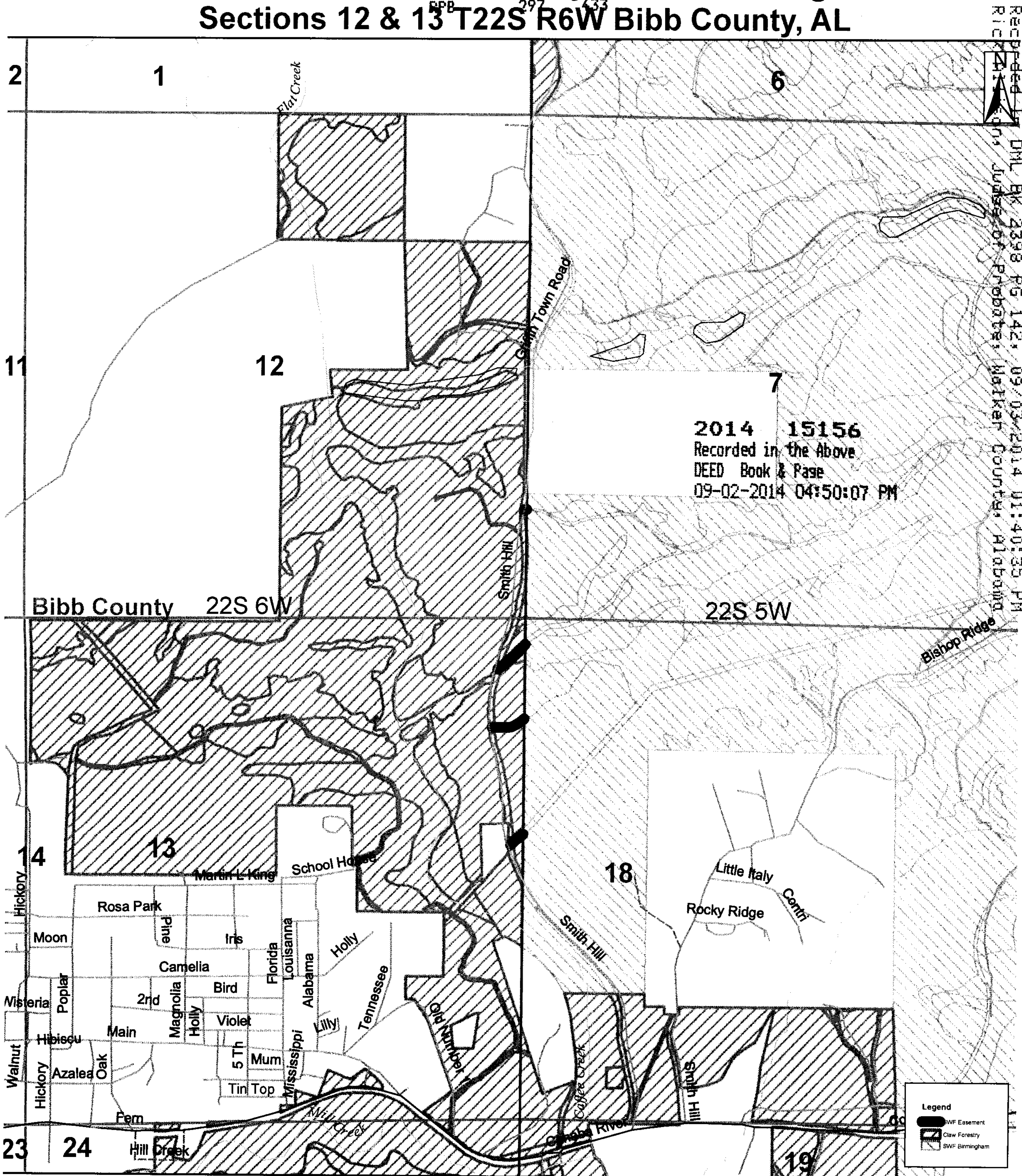
20140908000281150 17/39 \$128.50
Shelby Cnty Judge of Probate, AL
09/08/2014 12:49:18 PM FILED/CERT

August 7, 2014

SWF Birmingham/Claw Forestry

Easement from Claw Forestry to SWF Birmingham

Sections 12 & 13 ^{R6W} ^{T22S} ²⁹⁷ ⁴³³ Bibb County, AL

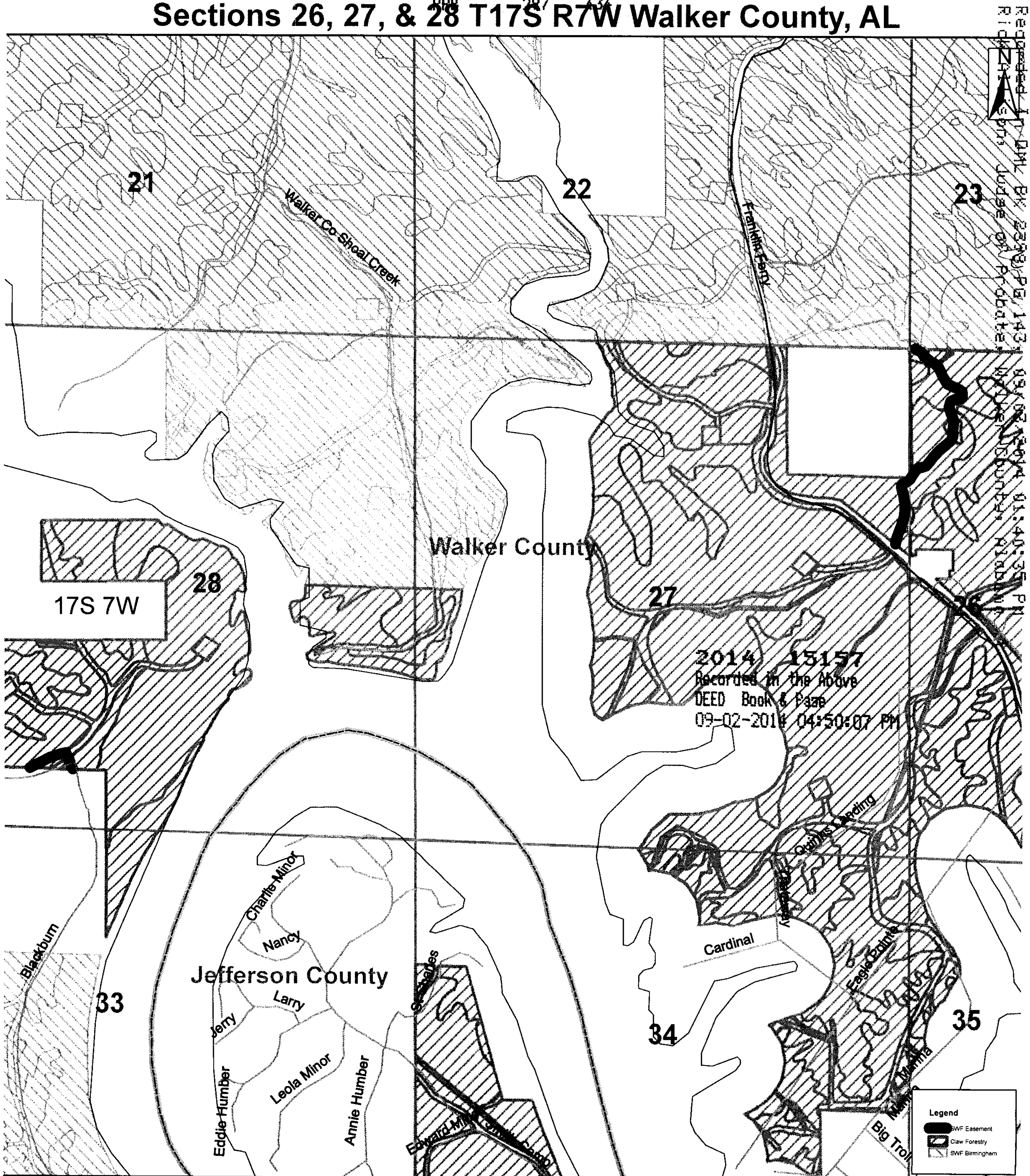


Recorded in DNL BK 2398 PG 142, 09/03/2014 01:40:35 PM
 RICK M. JONES, Judge of Probate, Walker County, Alabama

SWF Birmingham/Claw Forestry

Easement from Claw Forestry to SWF Birmingham

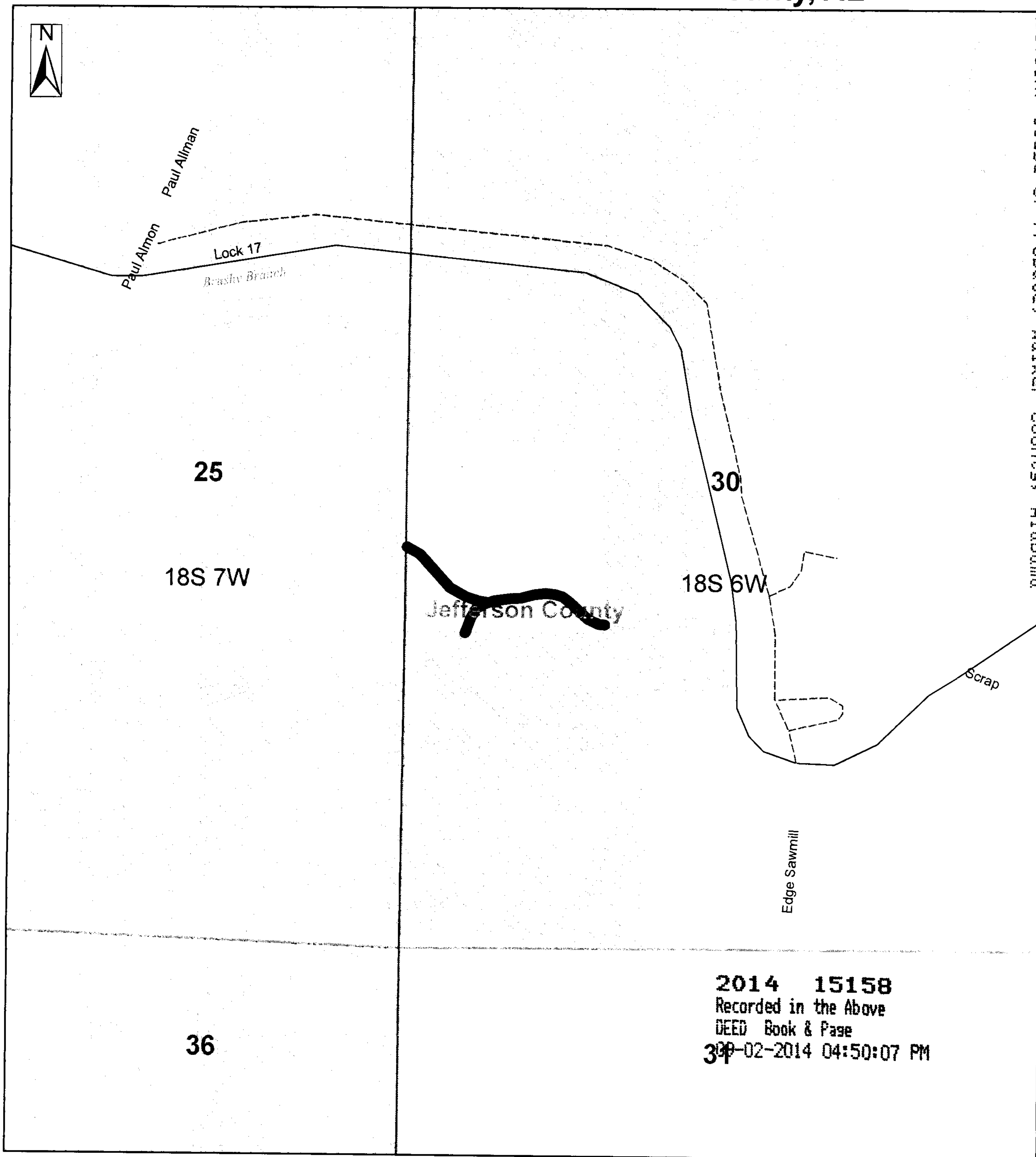
Sections 26, 27, & 28 T17S R7W Walker County, AL



Requested by Link By 2303 PM 1431 09/02/2014 01:40:35 PM
Ridgely Spn, Judge of Probate, Walker County, Alabama

SWF Birmingham/Claw Forestry
Easement from Claw Forestry to SWF Birmingham - Edge Sawmill Site
Section 30 T18S R6W Jefferson County, AL

Recorded in DNL BK 2398 PG 144, 09/03/2014 01:40:35 PM
Shelby County Judge of Probate, Walker County, Alabama

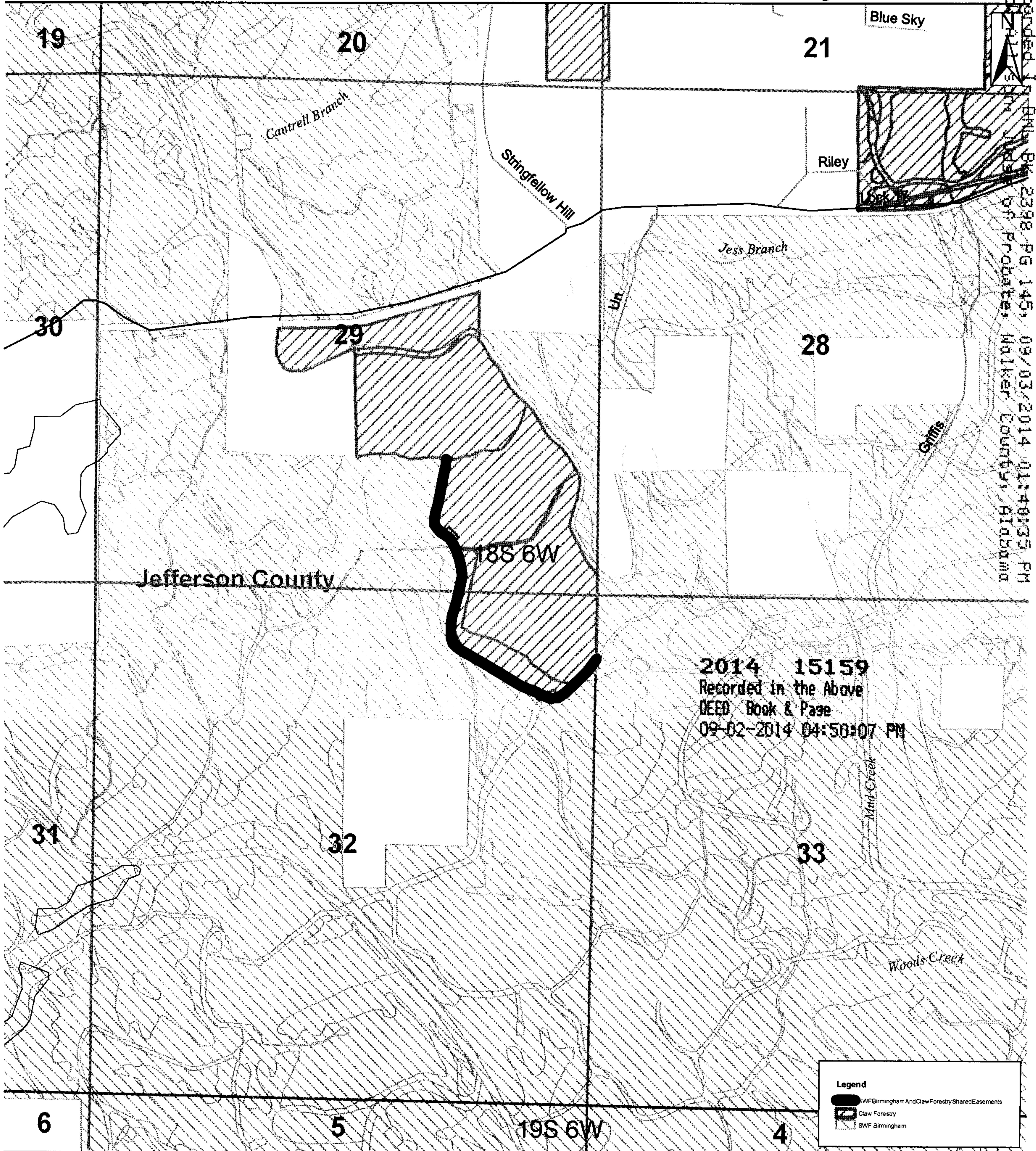


2014 15158
Recorded in the Above
DEED Book & Page
30-02-2014 04:50:07 PM

SWF Birmingham/Claw Forestry

Joint Easement for SWF Birmingham and Claw Forestry

Sections 29 & 32 T18S R6W Jefferson County, AL



SWF Birmingham/Claw Forestry

Joint Easement for SWF Birmingham and Claw Forestry

Sections 26, 34, & 35 T18S R8W Tuscaloosa County, AL

Sections 3 & 10 T19S R8W Tuscaloosa County, AL

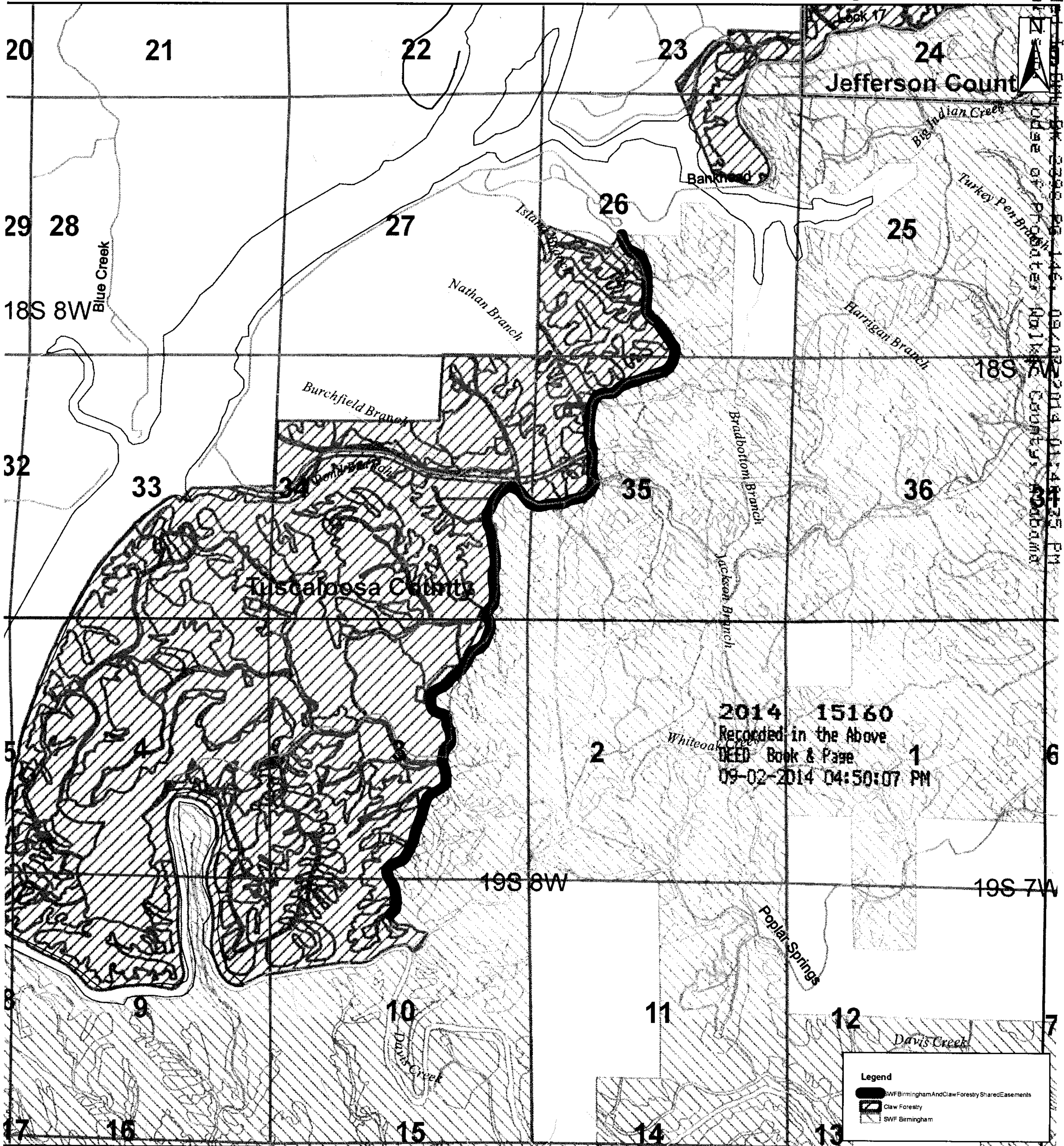
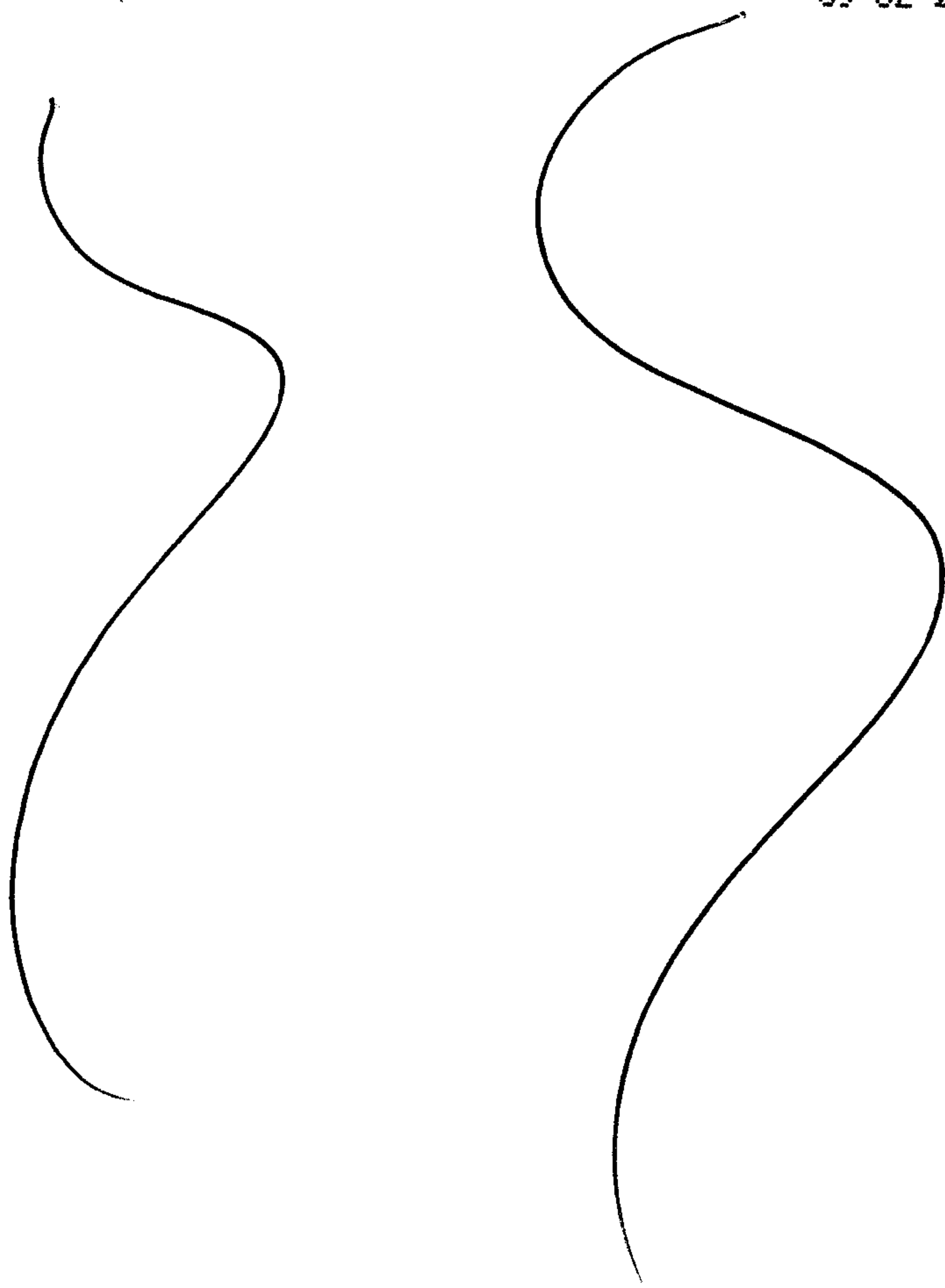


EXHIBIT B

Valley Creek Easements

[see attached]

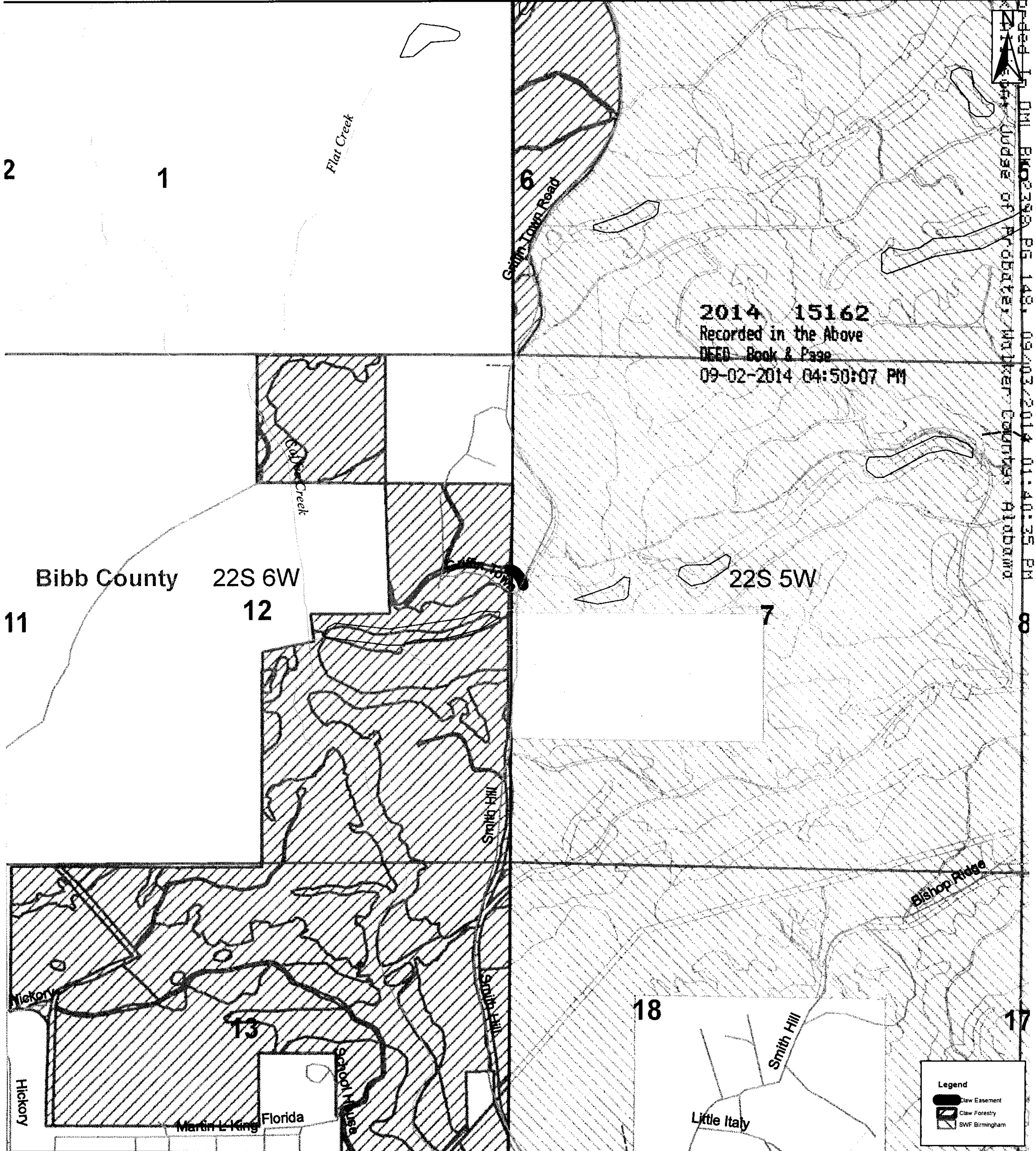
2014 15161
Recorded in the Above
DEED Book & Page
09-02-2014 04:50:07 PM



20140908000281150 23/39 \$128.50
Shelby Cnty Judge of Probate, AL
09/08/2014 12:49:18 PM FILED/CERT

Recorded In DML BK 2398 Pg 147, 09/03/2014 01:40:35 PM
Rick Allison, Judge of Probate, Walker County, Alabama

SWF Birmingham/Claw Forestry
Easement from SWF Birmingham to Claw Forestry
Section 7 T22S R5W Bibb County, AL



RECORDED IN THE PUBLIC RECORDS OF BIBB COUNTY, ALABAMA
JUDGE OF PROBATE, WILKINSON COUNTY, ALABAMA



MOLPUS TIMBERLANDS MANAGEMENT

0 0.125 0.25 0.5 Miles



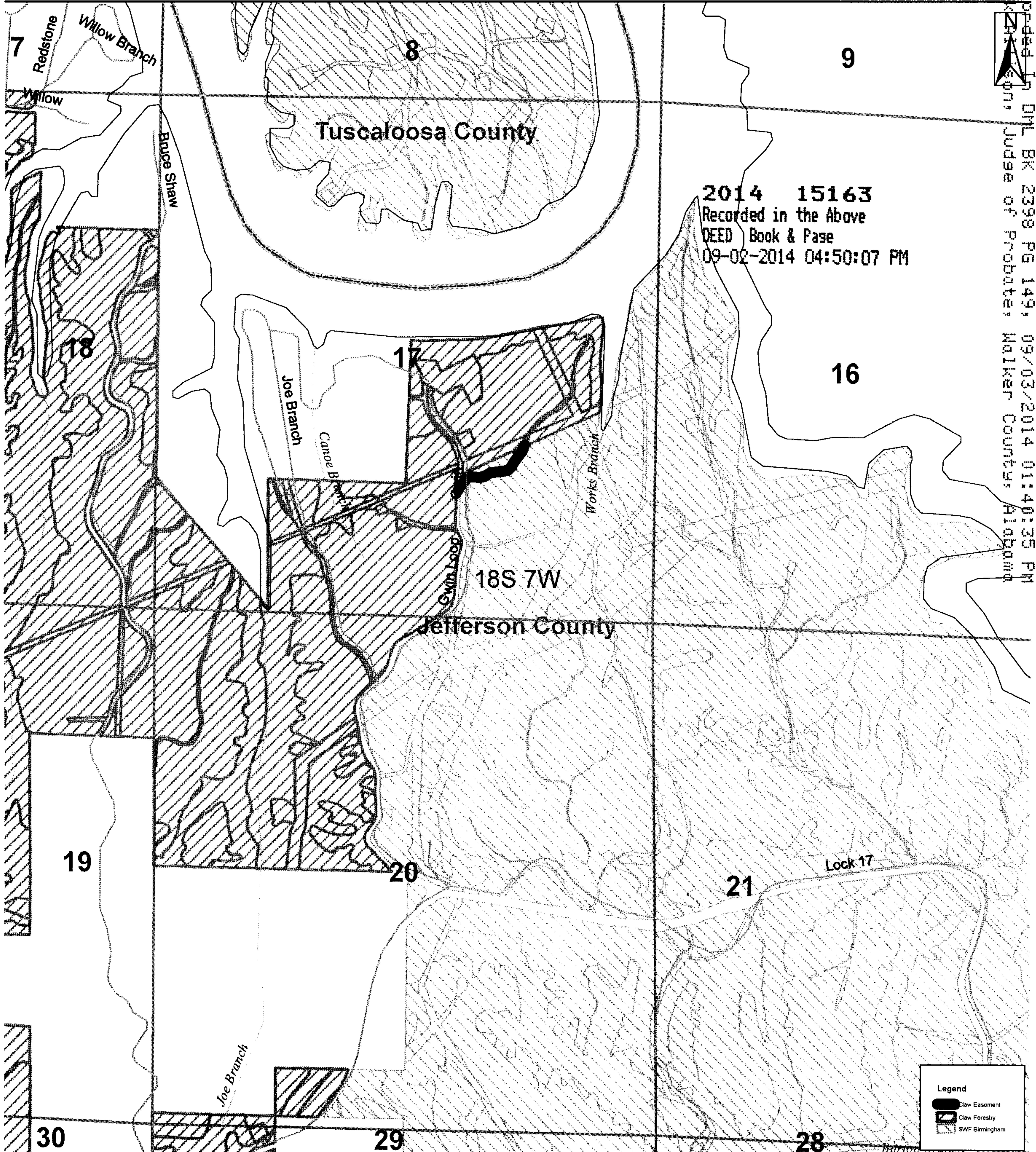
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Shelby Cnty Judge of Probate, AL
09/08/2014 12:49:18 PM FILED/CERT

August 8, 2014

SWF Birmingham/Claw Forestry

Easement from SWF Birmingham to Claw Forestry

Section 17 T18S R7W Jefferson County, AL

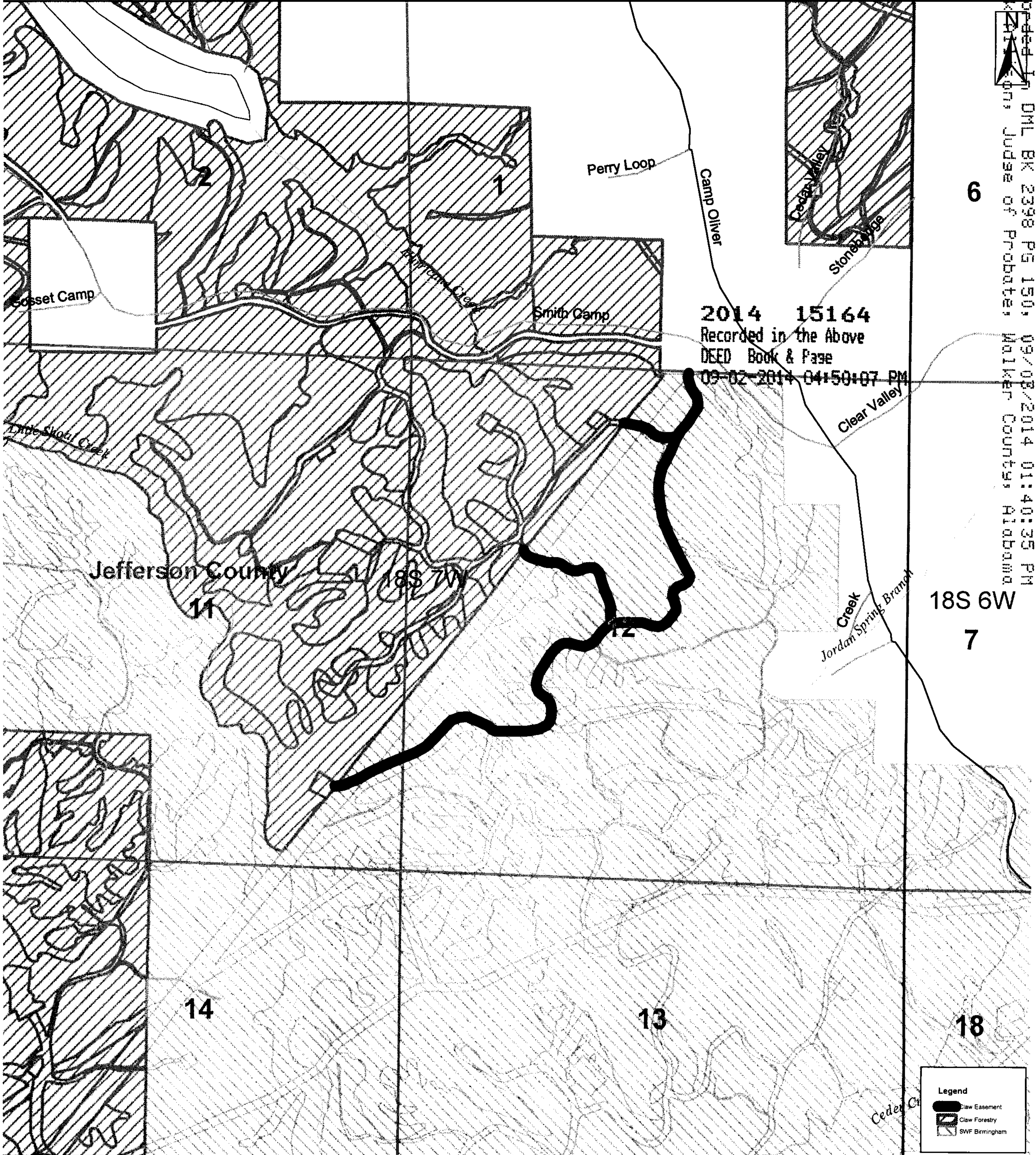


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Rick Walker, Judge of Probate, Walker County, Alabama

SWF Birmingham/Claw Forestry

Easement from SWF Birmingham to Claw Forestry

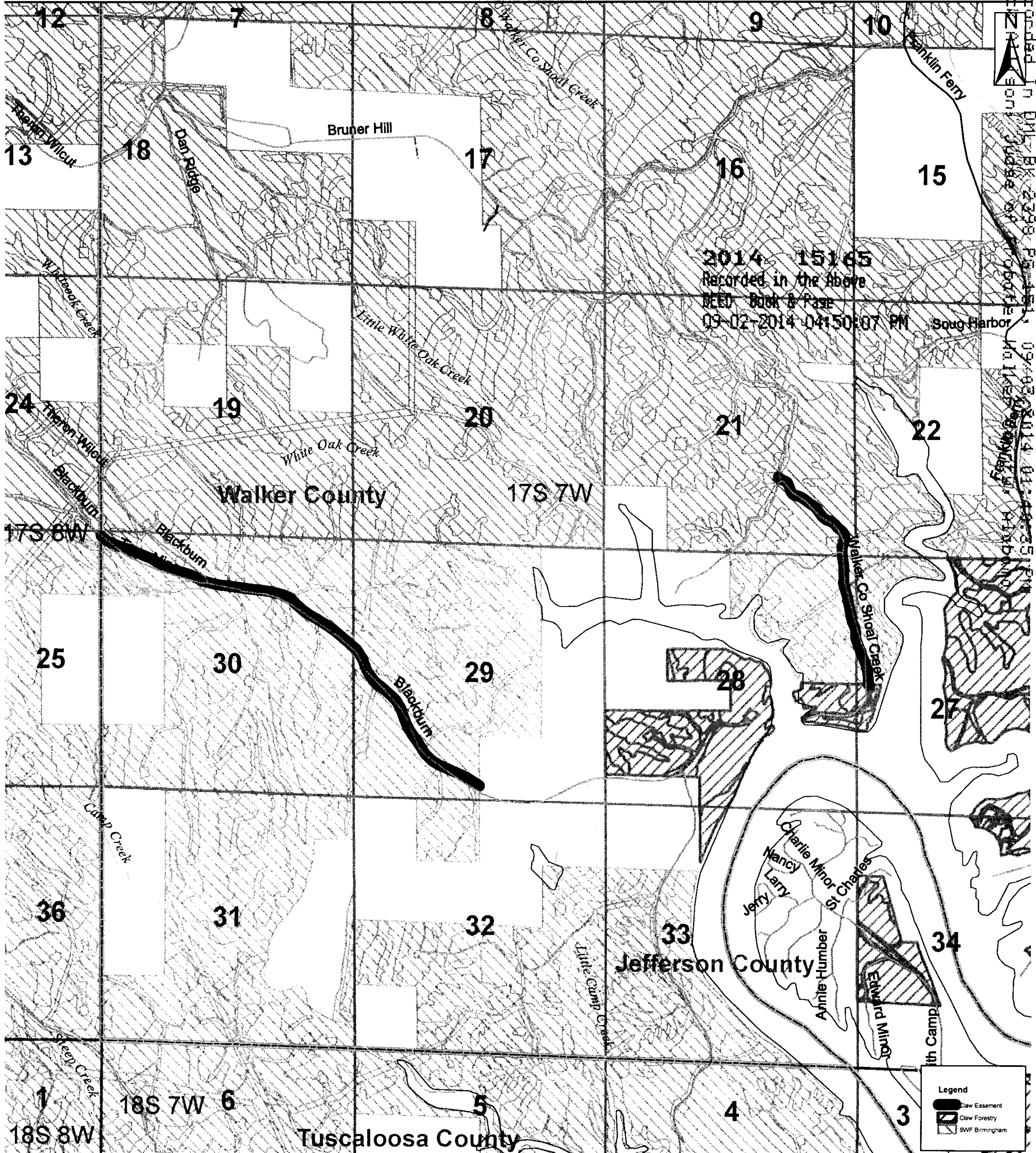
Sections 11 & 12 T18S R7W Jefferson County, AL



SWF Birmingham/Claw Forestry

Easement from SWF^{FB} Birmingham to Claw Forestry

Sections 21, 27, 28, 29, & 30 T17S R7W Walker County, AL



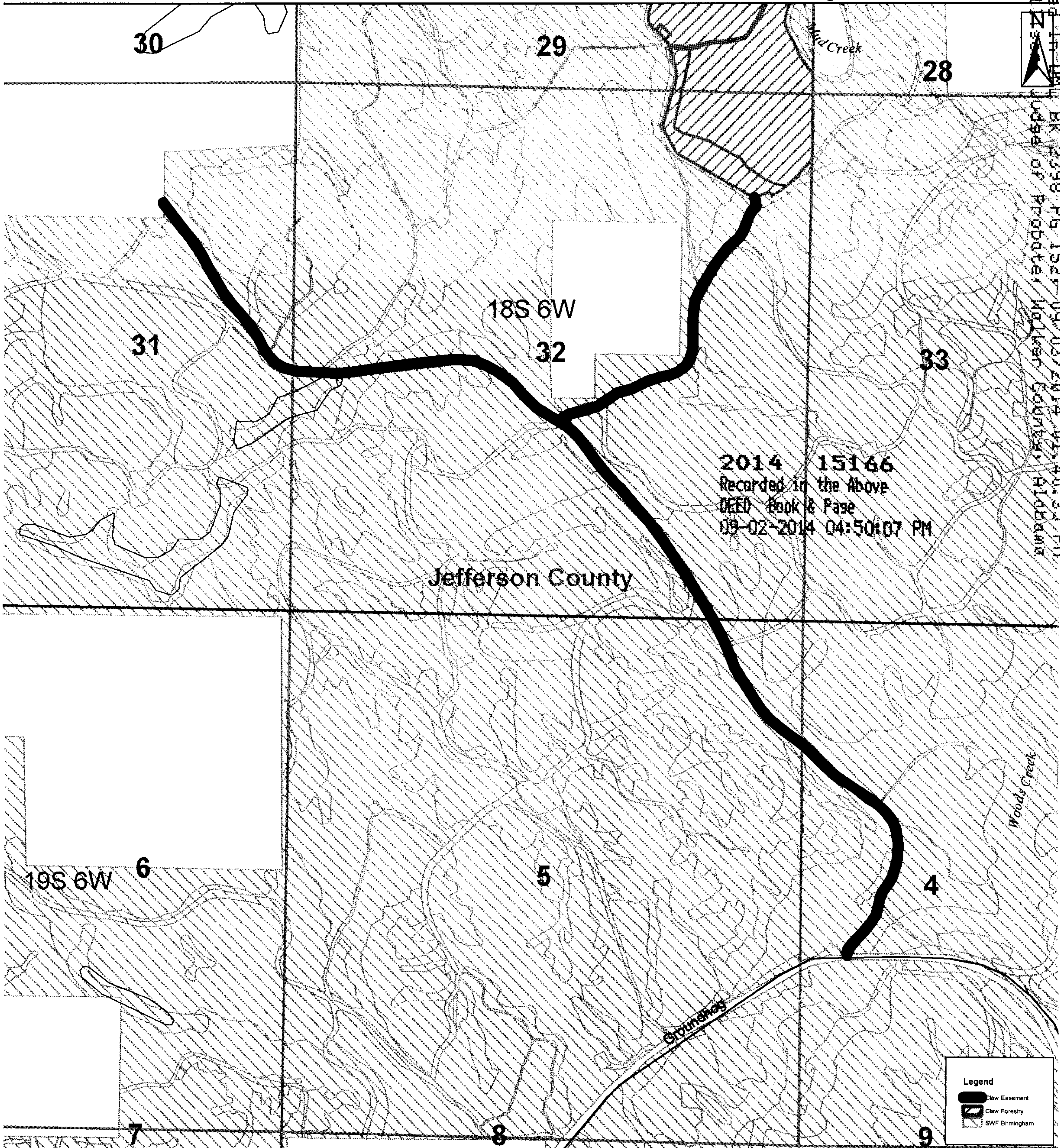
SWF Birmingham/Claw Forestry

Easement from SWE Birmingham to Claw Forestry

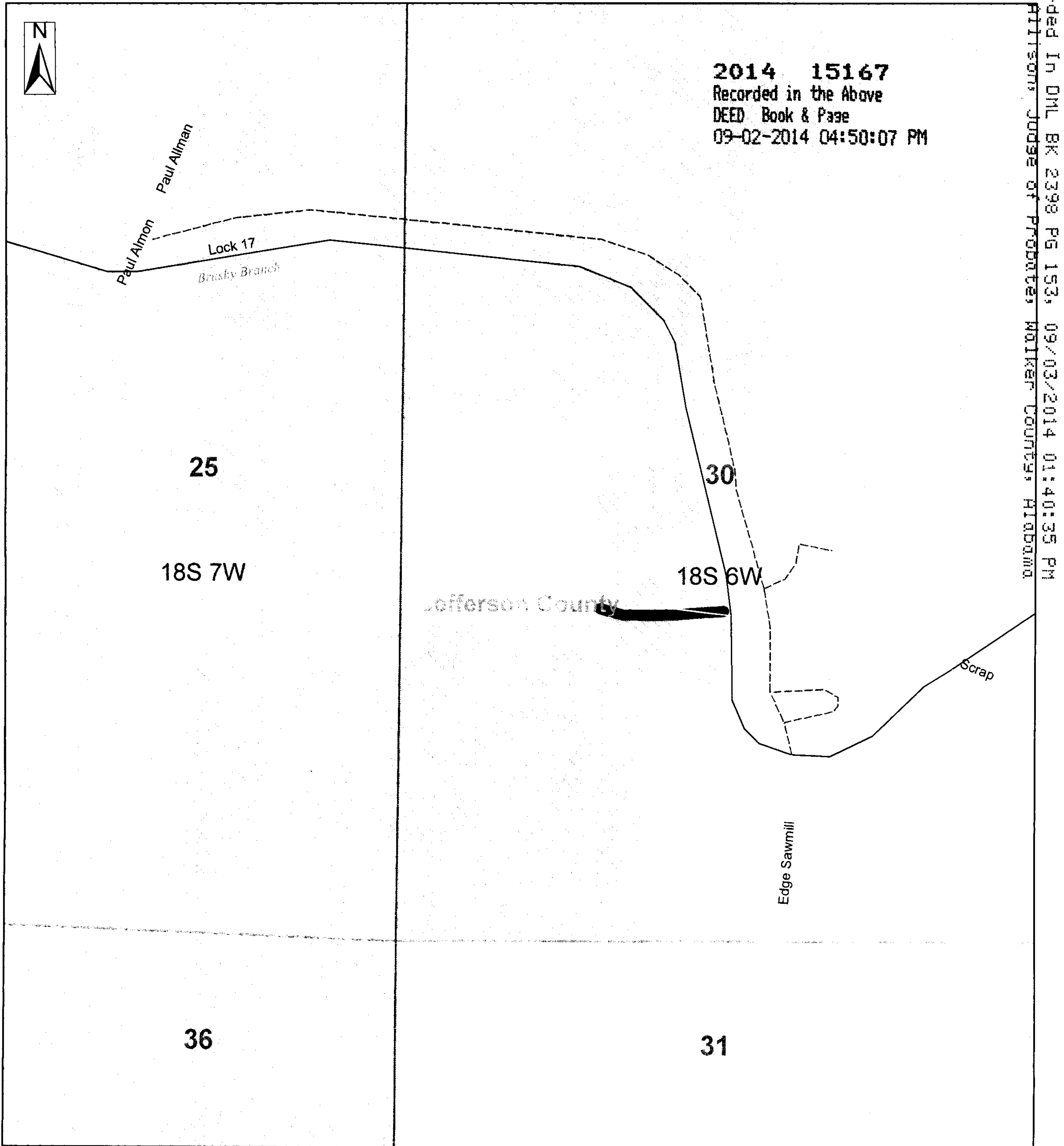
Sections 31 & 32 T18S R6W Jefferson County, AL

Sections 4 & 5 T19S R6W Jefferson County, AL

Recorded in BK 2398 Pg 152, 09/03/2014 04:40:33 PM
 Judge of Probate, Jefferson County, Alabama



SWF Birmingham/Claw Forestry
Easement from SWF Birmingham to Claw Forestry - Edge Sawmill Site
Section 30 T18S R6W Jefferson County, AL

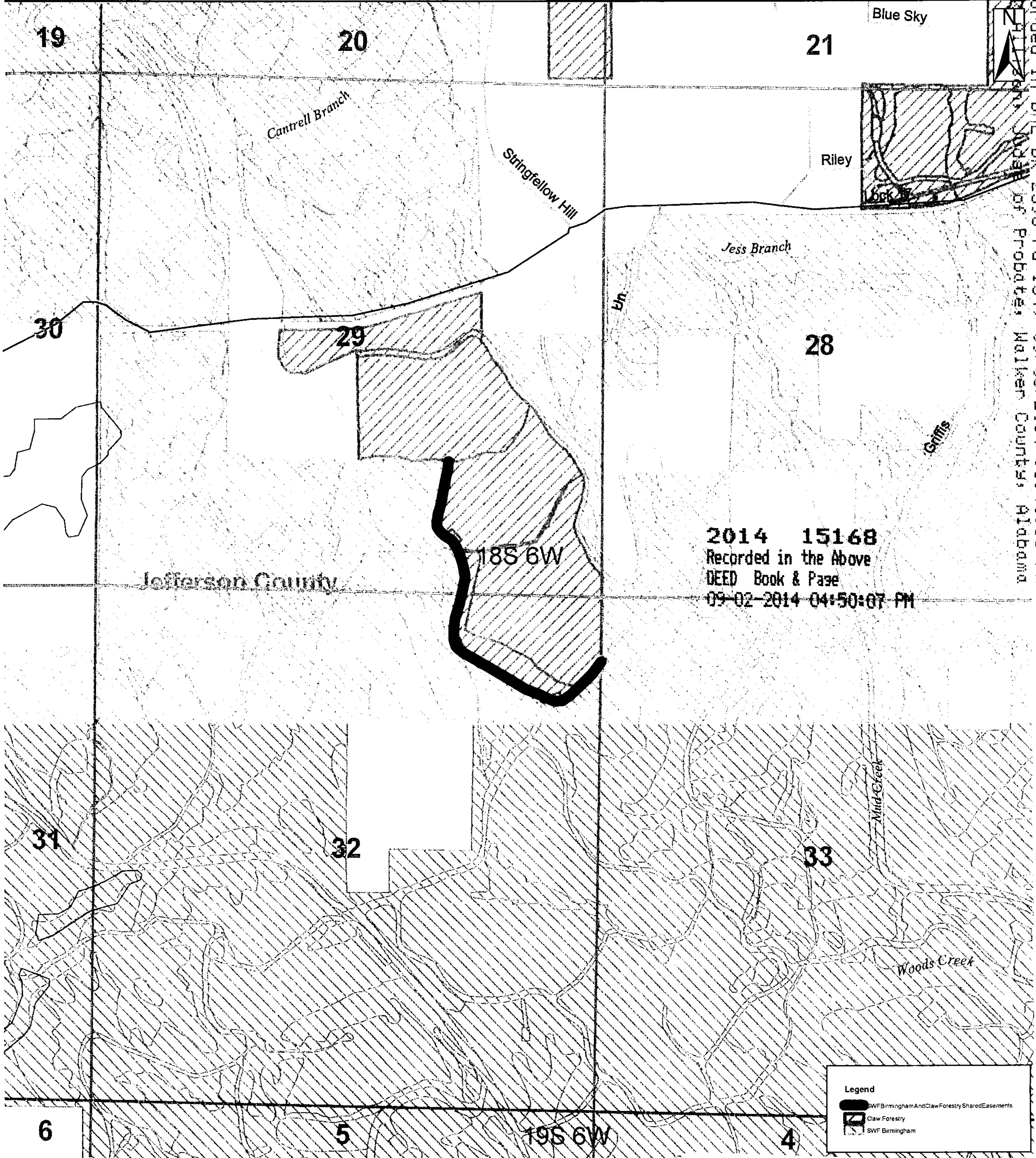


Recorded in DNL BK 2398 PG 153, 09/03/2014 01:40:35 PM
Shelby Cnty Judge of Probate, Walker County, Alabama

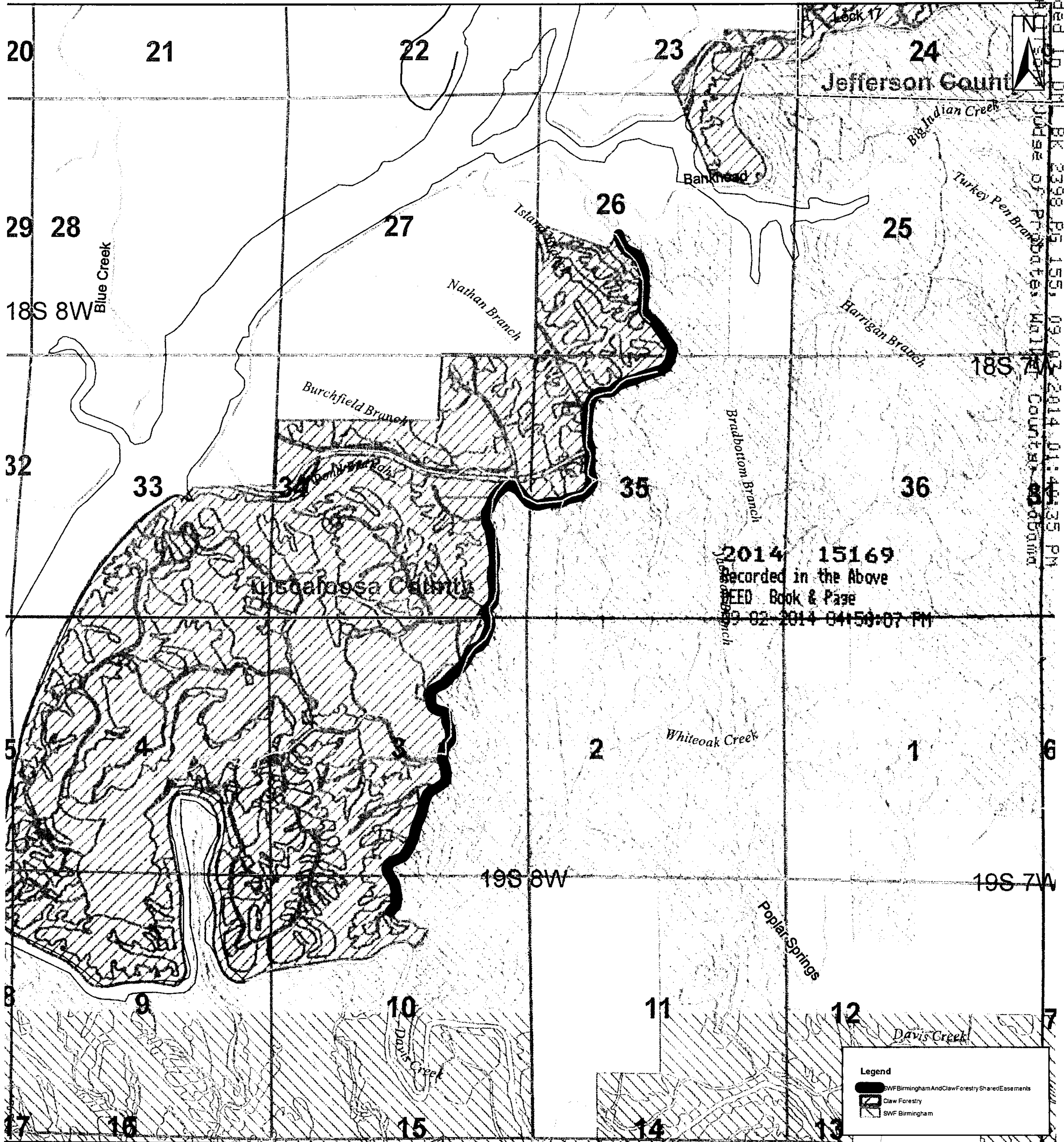
SWF Birmingham/Claw Forestry

Joint Easement for SWF Birmingham and Claw Forestry

Sections 29 & 32 T18S R6W Jefferson County, AL



SWF Birmingham/Claw Forestry
Joint Easement for SWF Birmingham and Claw Forestry
Sections 26, 34, & 35 T18S R8W Tuscaloosa County, AL
Sections 3 & 10 T19S R8W Tuscaloosa County, AL



Recorded in the Above
 DEED Book & Page
 2014 15169
 09-02-2014 04:50:07 PM



MOLPUS TIMBERLANDS MANAGEMENT

0 0.125 0.25 0.5 0.75 1 Miles

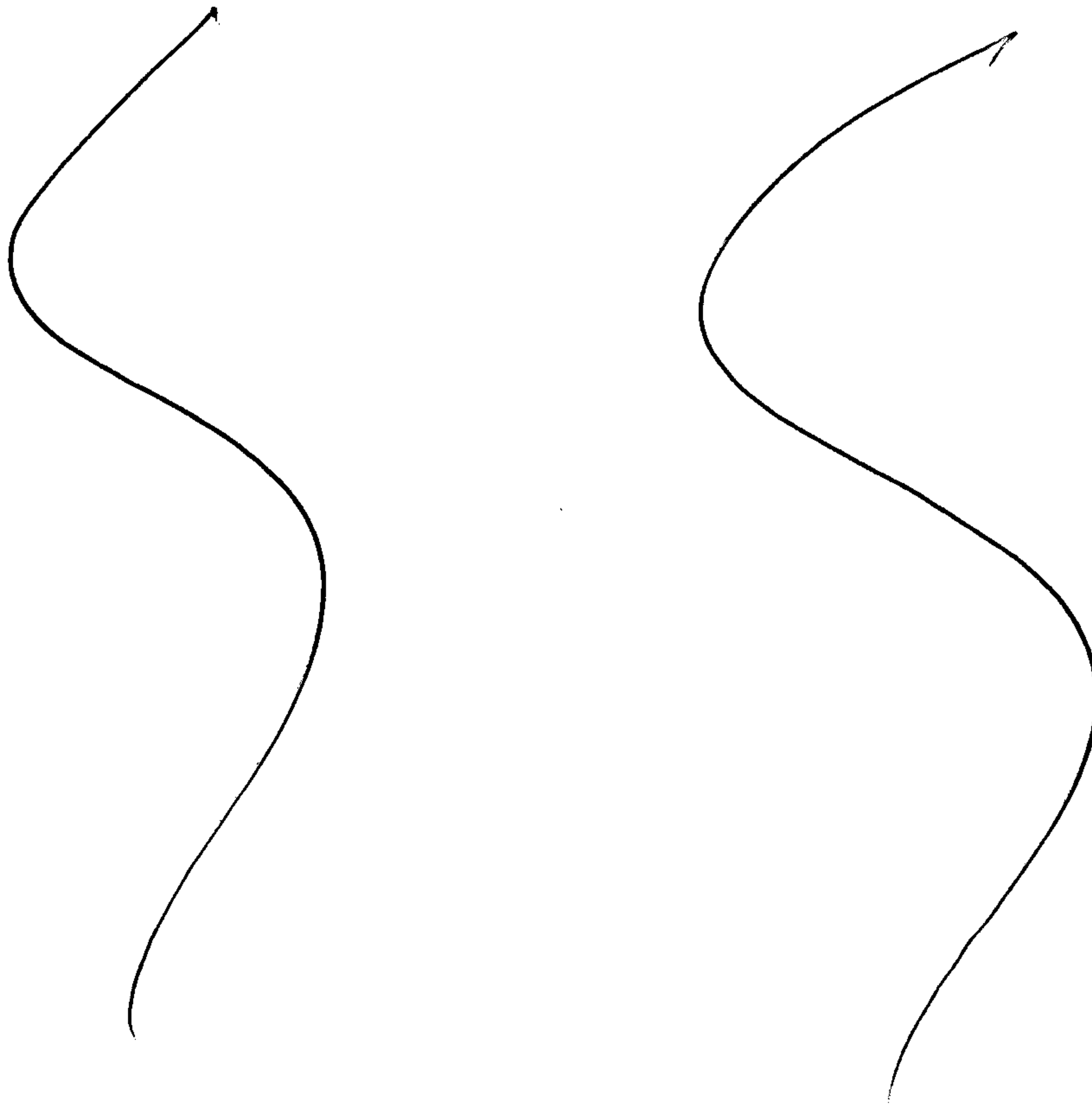
Timberlands GIS Dept., August 8, 2014
 20140908000281150 31/39 \$128.50
 Shelby Cnty Judge of Probate, AL
 09/08/2014 12:49:18 PM FILED/CERT

EXHIBIT C

SWF Temporary Easements

[see attached]

2014 15170
Recorded in the Above
DEED Book & Page
09-02-2014 04:50:07 PM



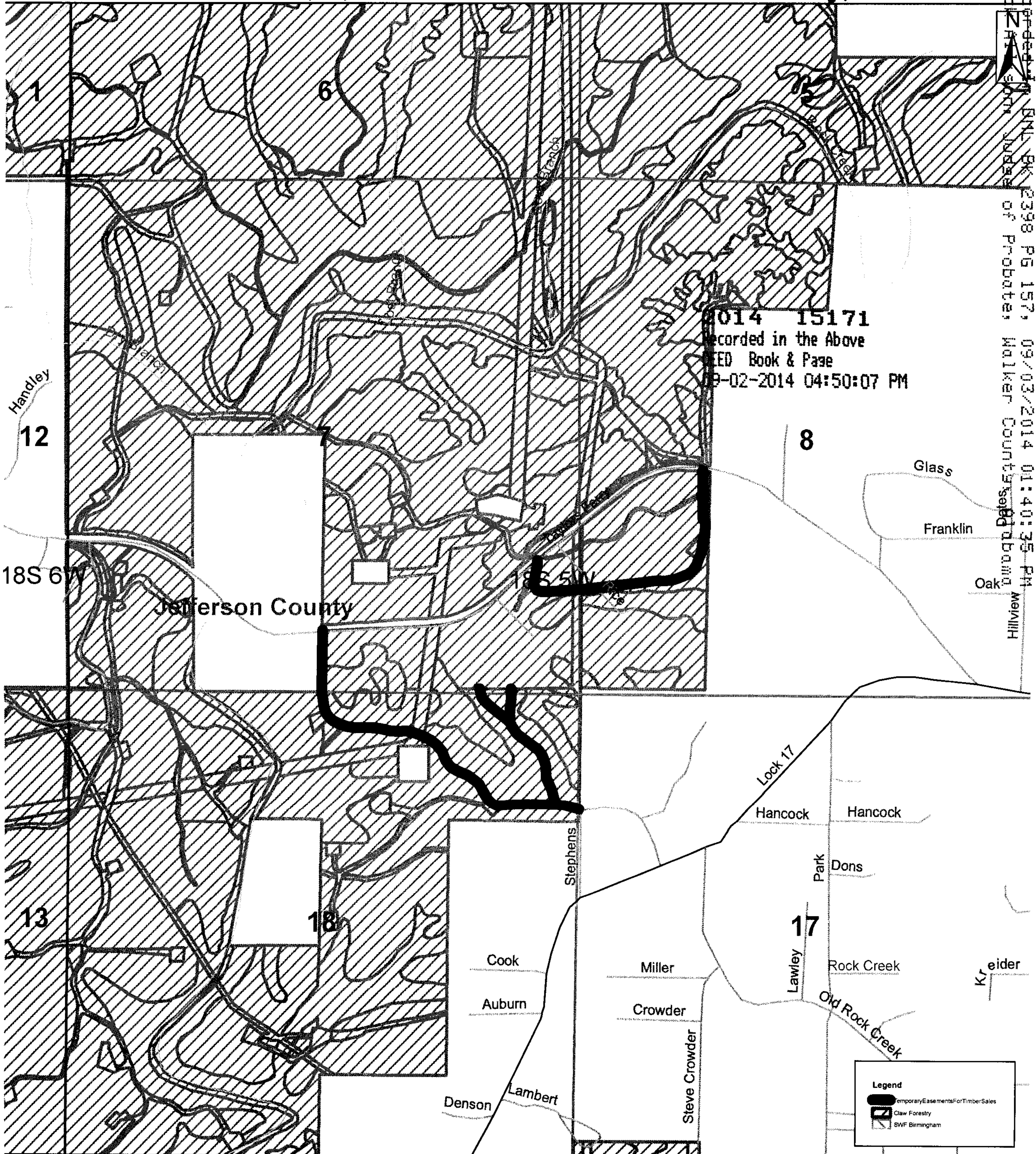
20140908000281150 32/39 \$128.50
Shelby Cnty Judge of Probate, AL
09/08/2014 12:49:18 PM FILED/CERT

Recorded In DNL BK 2398 PG 156, 09/03/2014 01:40:35 PM
Rick Allison, Judge of Probate, Walker County, Alabama

SWF Birmingham/Claw Forestry

Temporary Easement for SWF Birmingham from Claw Forestry

Sections 7, 8, & 18 T18S R5W Jefferson County, AL



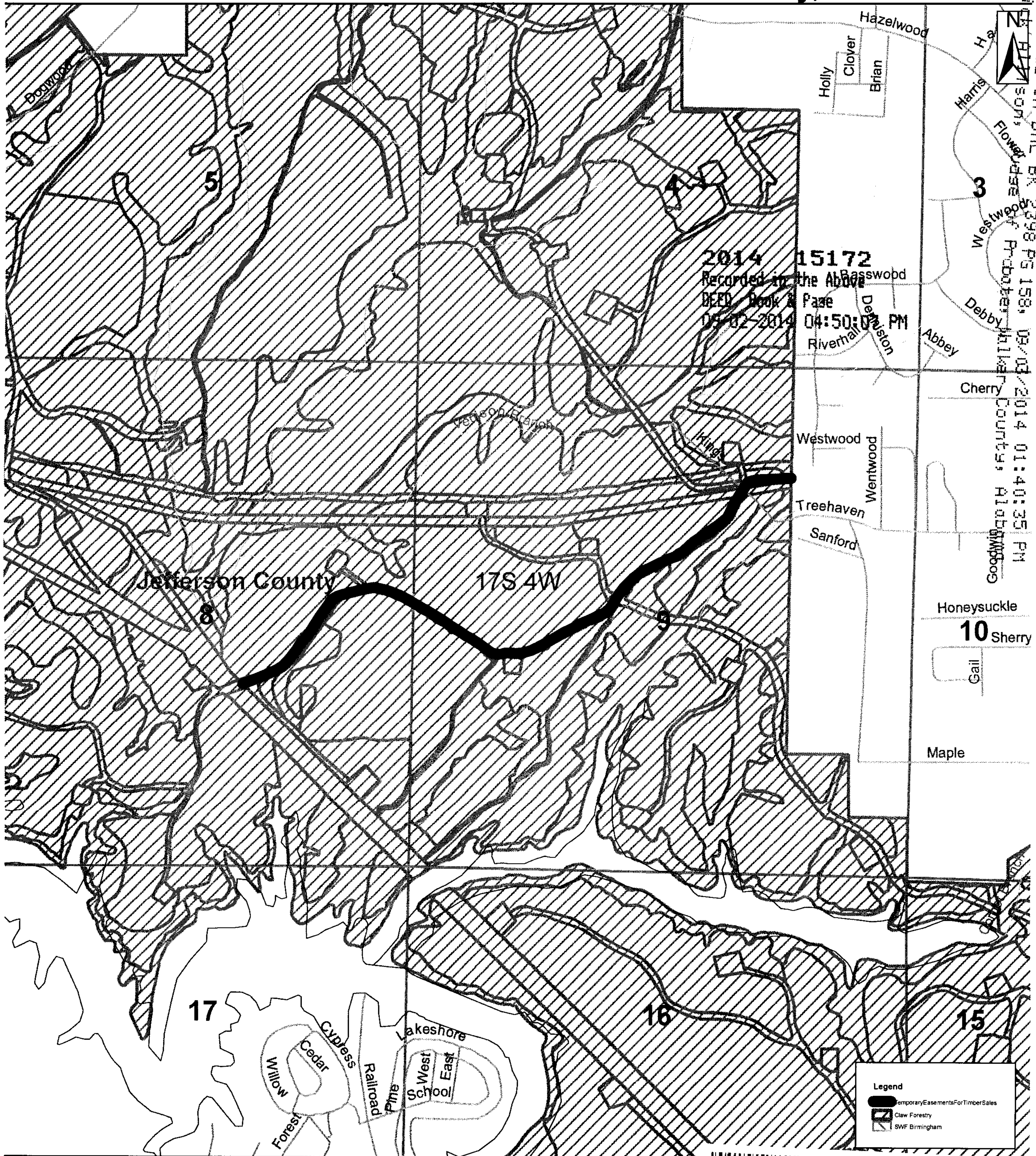
MOLPUS TIMBERLANDS MANAGEMENT



20140908000281150 33/39 \$128.50
Shelby Cnty Judge of Probate, AL
09/08/2014 12:49:18 PM FILED/CERT

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Book & Page
09-02-2014 04:50:07 PM

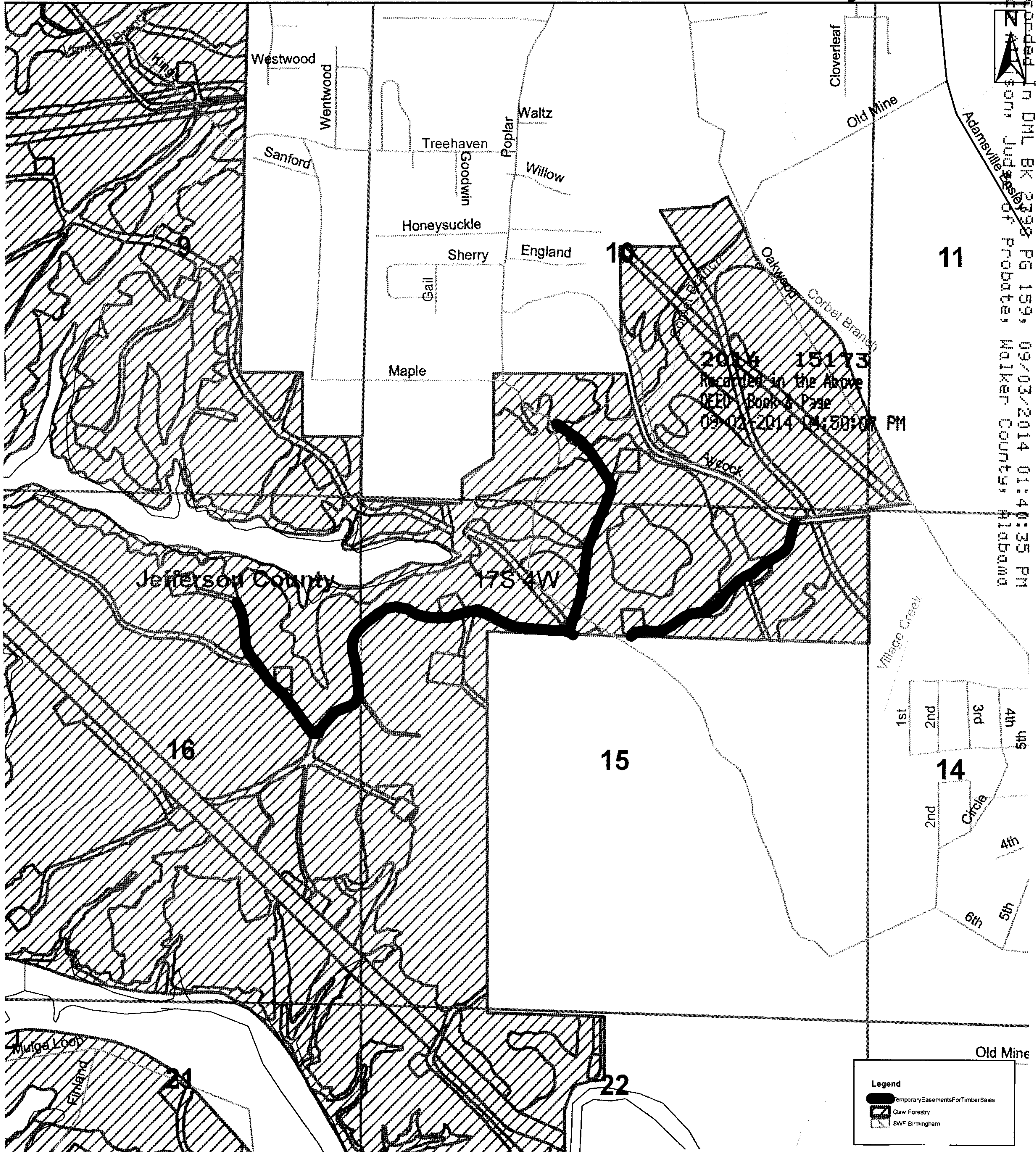
SWF Birmingham/Claw Forestry
Temporary Easement for SWF Birmingham from Claw Forestry
Sections 8 & 9 T17S R4W Jefferson County, AL



SWF Birmingham/Claw Forestry

Temporary Easement for SWF Birmingham from Claw Forestry

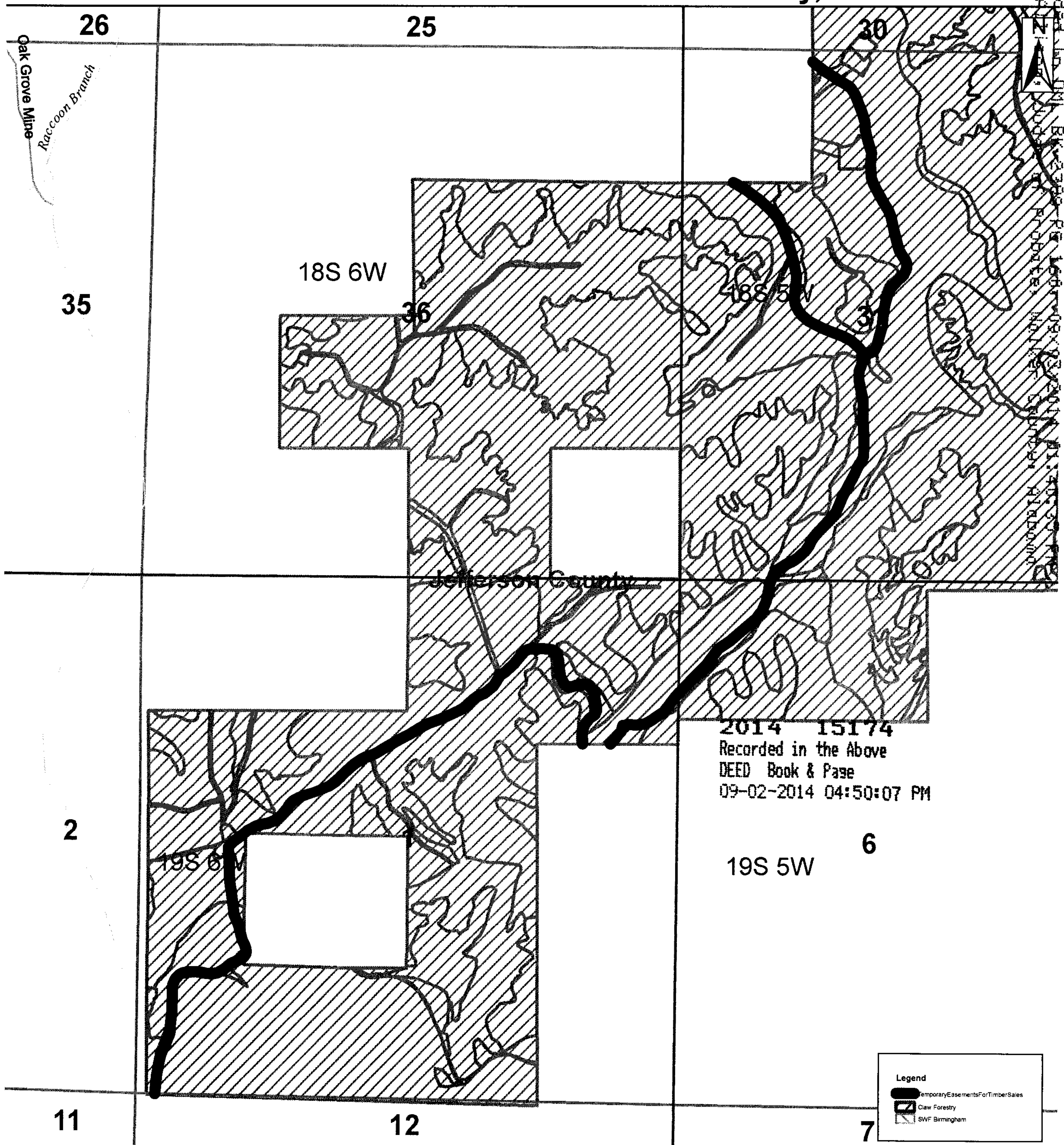
Sections 10, 15, & 16 T17S R4W Jefferson County, AL



SWF Birmingham/Claw Forestry

Temporary Easement for SWF Birmingham from Claw Forestry

Section 1 T19S R6W ; Section 6 T19S R5W Section 31 T18S R5W Jefferson County, AL



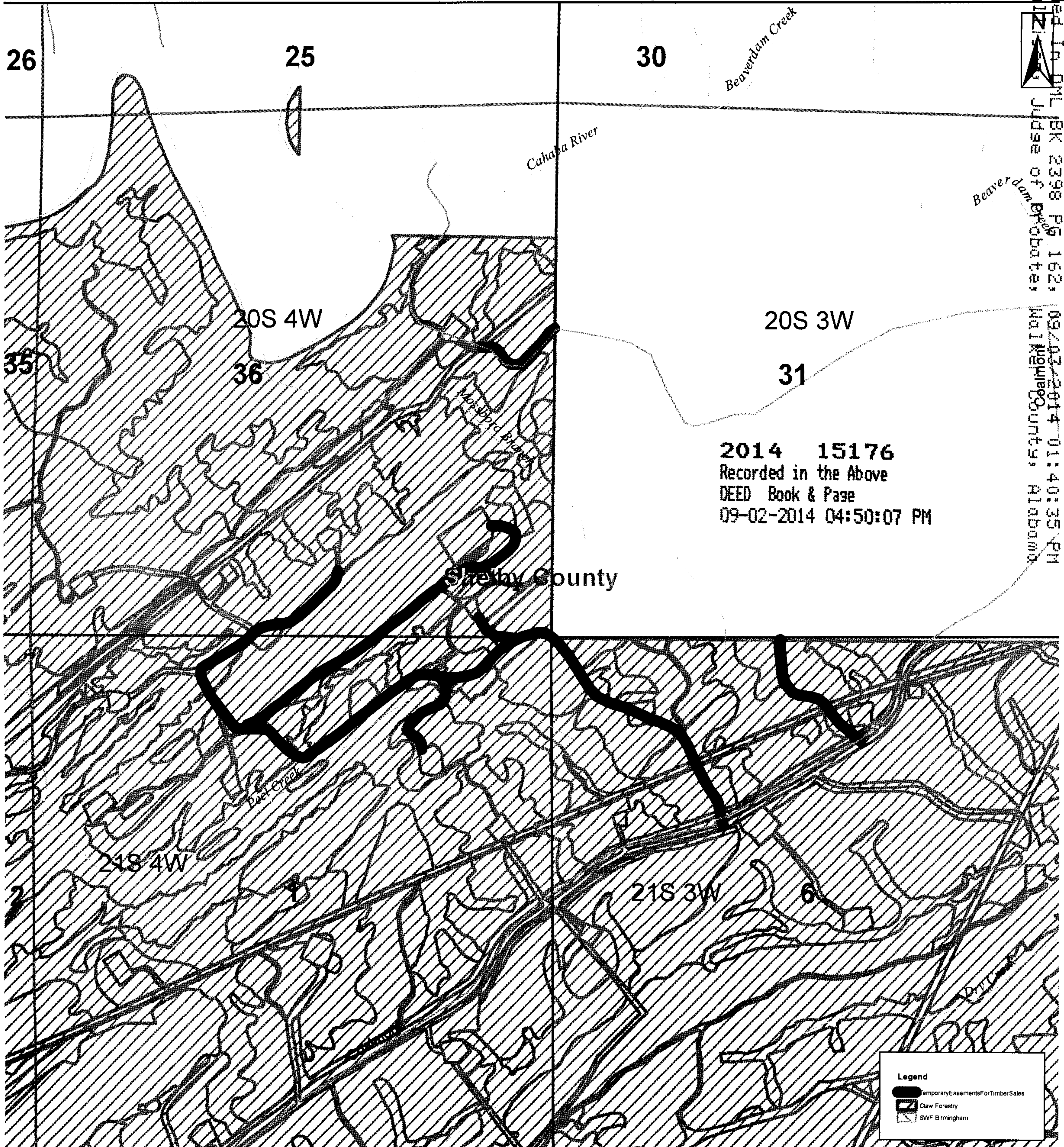
RECEIVED
NOV 22 2014
U.S. CUSTOMS AND BORDER PROTECTION
PORT OF NEW YORK AND NEW JERSEY
NEW YORK, NY 10014



20140908000281150 37/39 \$128.50
Shelby Cnty Judge of Probate, AL
09/08/2014 12:49:18 PM FILED/CERT

August 7, 2014

SWF Birmingham/Claw Forestry
Temporary Easement for SWF Birmingham from Claw Forestry
Section 36 T20S R4W ; Section 6 T21S R3W
Section 1 T21S R4W Shelby County, AL

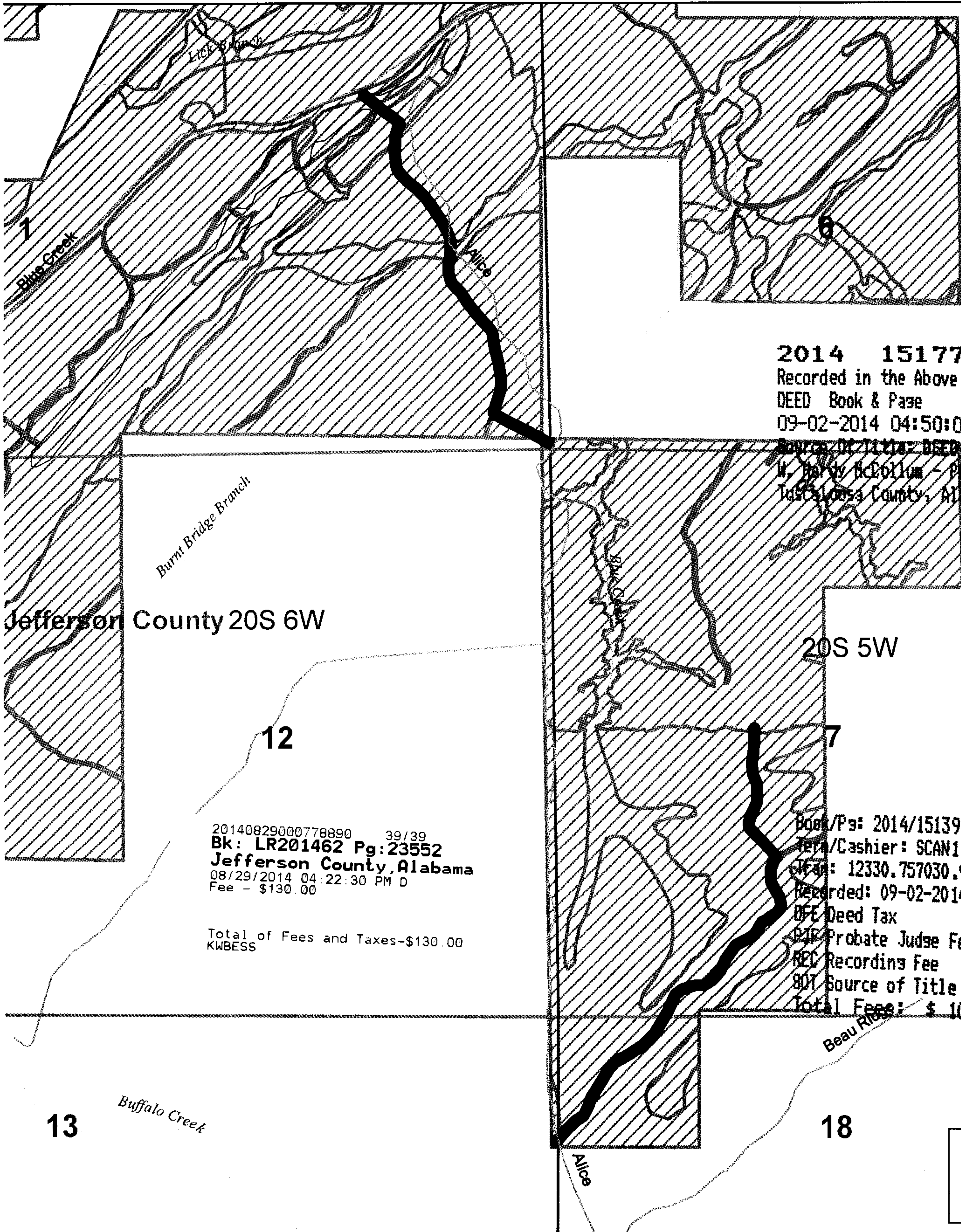


SWF Birmingham/Claw Forestry

Temporary Easement for SWF Birmingham from Claw Forestry

Section 1 T20S R6W Jefferson County, AL

Sections 7 & 18 T20S R5W Jefferson County, AL



2014 15177
 Recorded in the Above
 DEED Book & Page
 09-02-2014 04:50:07 PM
 Source of Title: DEED 2005 / 17806
 W. Hardy McCallum - Probate Judge
 Jefferson County, Alabama

Jefferson County 20S 6W

20S 5W

20140829000778890 39/39
 Bk: LR201462 Pg:23552
 Jefferson County, Alabama
 08/29/2014 04:22:30 PM D
 Fee - \$130.00

Total of Fees and Taxes-\$130.00
 KWBESS

Book/Pg: 2014/15139
 Term/Cashier: SCAN1 / klatner
 Fee: 12330.757030.956276
 Recorded: 09-02-2014 16:54:29
 DEED Deed Tax 0.50
 DEED Probate Judge Fee 2.00
 DEED Recording Fee 98.50
 DEED Source of Title 1.75
 Total Fees: \$ 102.75

Legend

Temporary Easements For Timber Sales

Claw Forestry

SWF Birmingham