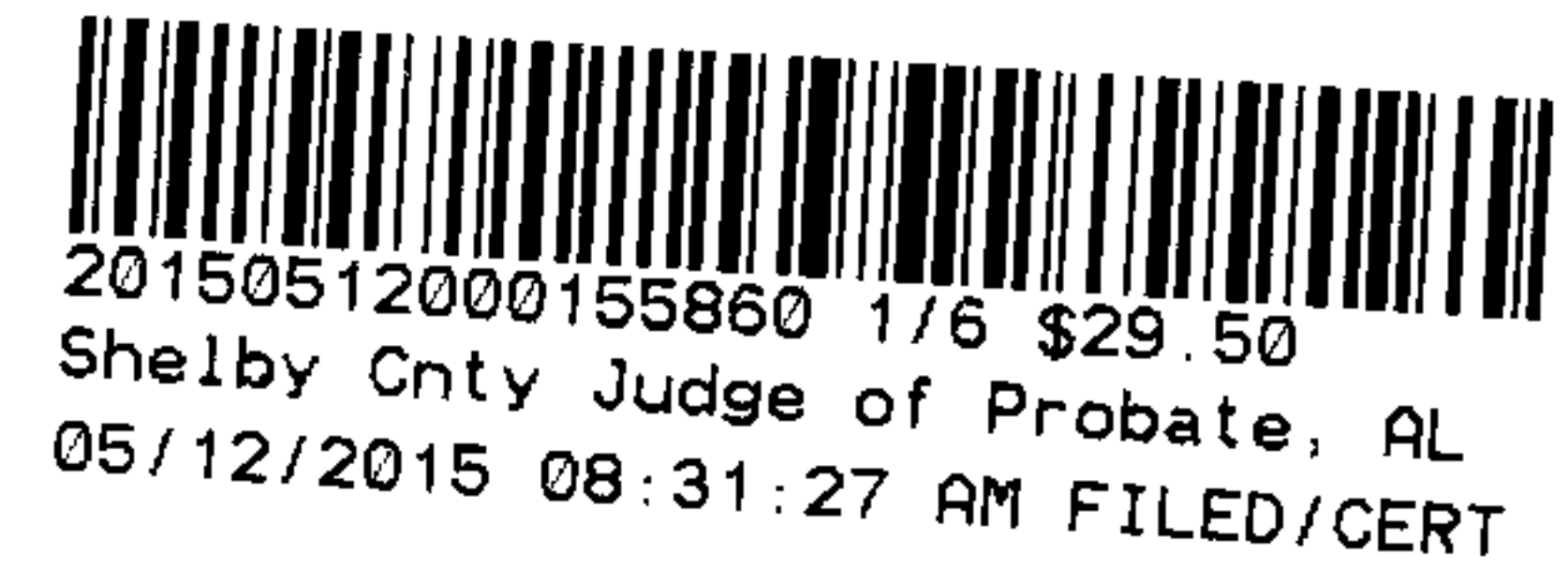


Value of \$500.00

This Instrument Prepared By:
Ray F. Robbins, III, Esq.
The Westervelt Company
Post Office Box 48999
Tuscaloosa, AL 35404
205-562-5431



STATE OF ALABAMA
COUNTY OF SHELBY

TEMPORARY ACCESS EASEMENT AGREEMENT

THIS TEMPORARY ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 30th day of April, 2015 (the "Effective Date"), by and between **THE WESTERVELT COMPANY INC.**, a Delaware corporation ("Grantor"), and **KAU LAND HOLDINGS, LLC**, an Alabama limited liabilities company ("Grantee").

Recitals:

WHEREAS, contemporaneously herewith, Grantor has transferred and conveyed to Grantee that certain parcel of real property located in Shelby County, Alabama which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Grantee Property");

WHEREAS, Grantor has agreed to grant Grantee a thirty (30) foot wide temporary non-exclusive access easement over and across certain property owned by the Grantor for purposes of providing ingress, egress and access to and from the Grantee Property.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Rule of Construction. For the purposes of this Agreement, except as otherwise expressly provided herein to the contrary or unless the context otherwise requires:

(i) The terms "include", "including", and similar terms shall be construed as if followed by the phrase "without being limited to";

(ii) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Paragraph or other subdivision or Exhibit;

(iii) All Recitals set forth in, and all Exhibits to, this Agreement are hereby incorporated in this Agreement by reference; and

(iv) All references in this Agreement to Grantor and Grantee shall specifically include the respective successors and assigns of Grantor and Grantee.

2. Grant of Easement. Subject to the terms and provisions set forth in Paragraph 3 below, Grantor does hereby grant to Grantee, for no additional fee or charge other than that described herein for creating adequate consideration, a thirty (30) foot wide non-exclusive temporary access easement over and across certain real property owned by the Grantor located in Shelby County, Alabama which is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Easement Property") for purposes of providing ingress, egress and access to and from the Grantee Property.

3. Nature of Easements.

(a) The easement granted by Grantor to Grantee pursuant to Paragraph 2 (i) shall commence on the Effective Date and terminate automatically on December 31, 2016 (the "Termination Date"), (ii) shall be used in common by Grantor and Grantee, and (iii) shall be and is subject to the limitations set forth in Paragraph 3(b) below and subject to termination as provided in Paragraph 3(c) below.

(b) Notwithstanding anything provided herein to the contrary, Grantee shall not make any modifications to the Easement Property without Grantor's prior written consent. Further, Grantee shall make no alterations to the Easement Property that will result in damage to Grantor's timber operations, as determined in Grantor's sole and absolute discretion.

(c) Notwithstanding anything provided herein to the contrary, on the Termination Date Grantor and Grantee agree this Agreement and the easement granted by Grantor to Grantee pursuant to Paragraph 2 above shall automatically cease, terminate, be deemed null and void and of no further force or effect.

4. Indemnity from Grantee. Grantee, his heirs and assigns, does hereby indemnify, agree to defend and hold Grantor, its successors and assigns, harmless from and against any and all claims, demands, damages, costs, liabilities and expenses, including reasonable attorneys' fees and expenses, which Grantor or any of its successors and assigns may suffer, pay or incur as a result of any negligent acts or omissions or willful or intentional acts or omissions of Grantee or any of his agents, contractors or invitees.

5. Non-Waiver. The failure of either party hereto to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

6. Binding Effect. The terms of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns which become owners of the Easement Property, the Grantee Property or any portion thereof.

7. Captions; Pronouns. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. Whenever the context hereof admits or requires, words in the singular may be regarded as in the plural and vice-versa, and personal pronouns may be read as masculine, feminine and neuter.

8. Severability. Invalidation of any of the provisions contained in this Agreement shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity, and the remainder of this Agreement shall remain in full force and effect.

9. Applicable Law. It is expressly understood and agreed that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of Alabama.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

11. Time is of the Essence. Time is of the essence in the performance by each party hereto of its respective obligations hereunder.

12. Entire Agreement. This Agreement, embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreements or undertakings of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed by and through their respective duly authorized representatives effective as of the day and year first written above.

GRANTOR:

THE WESTERVELT COMPANY INC., a
Delaware corporation

By: James J. King, Jr.
James J. King, Jr., its Vice President

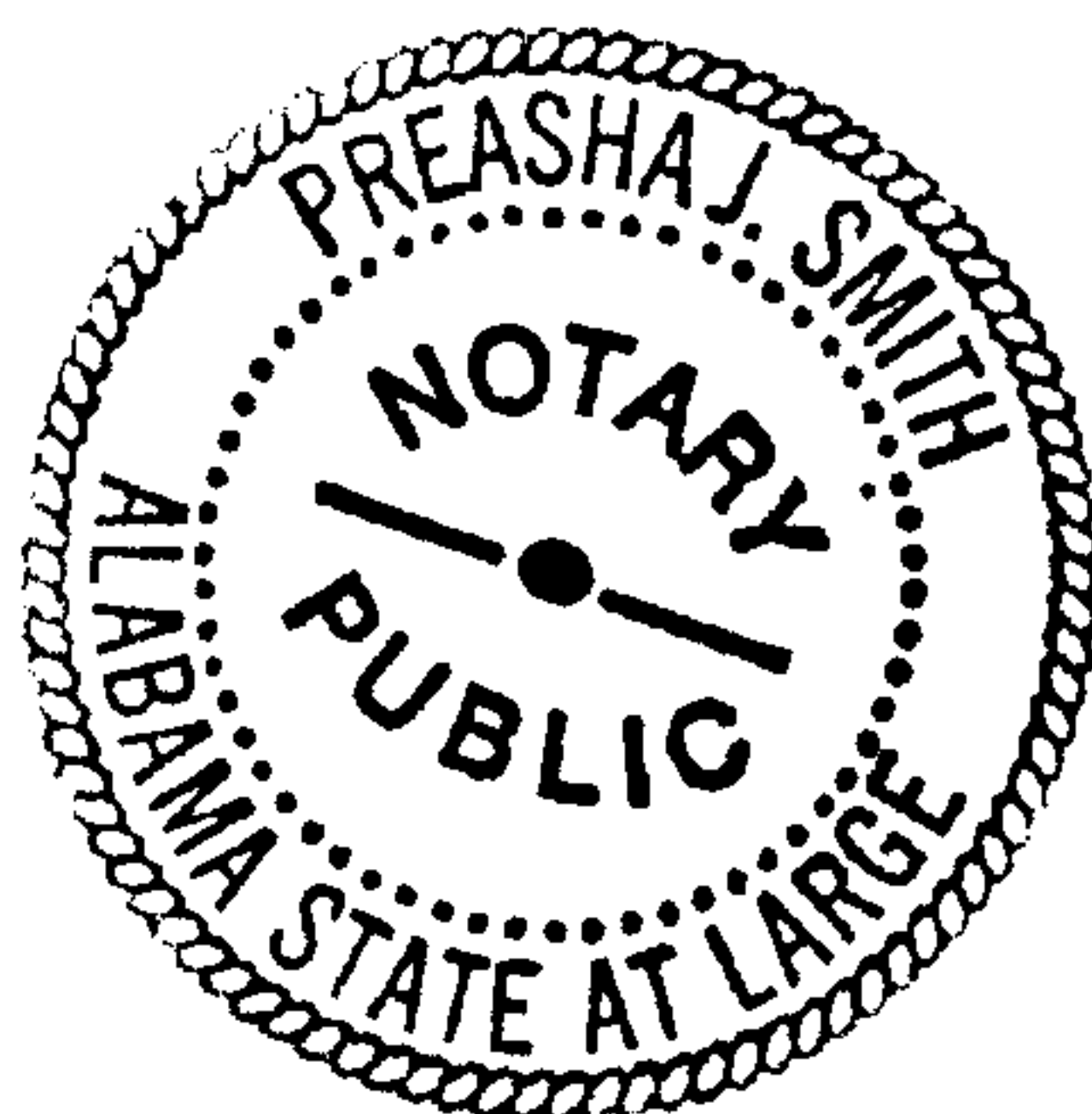
STATE OF ALABAMA

COUNTY OF TUSCALOOSA

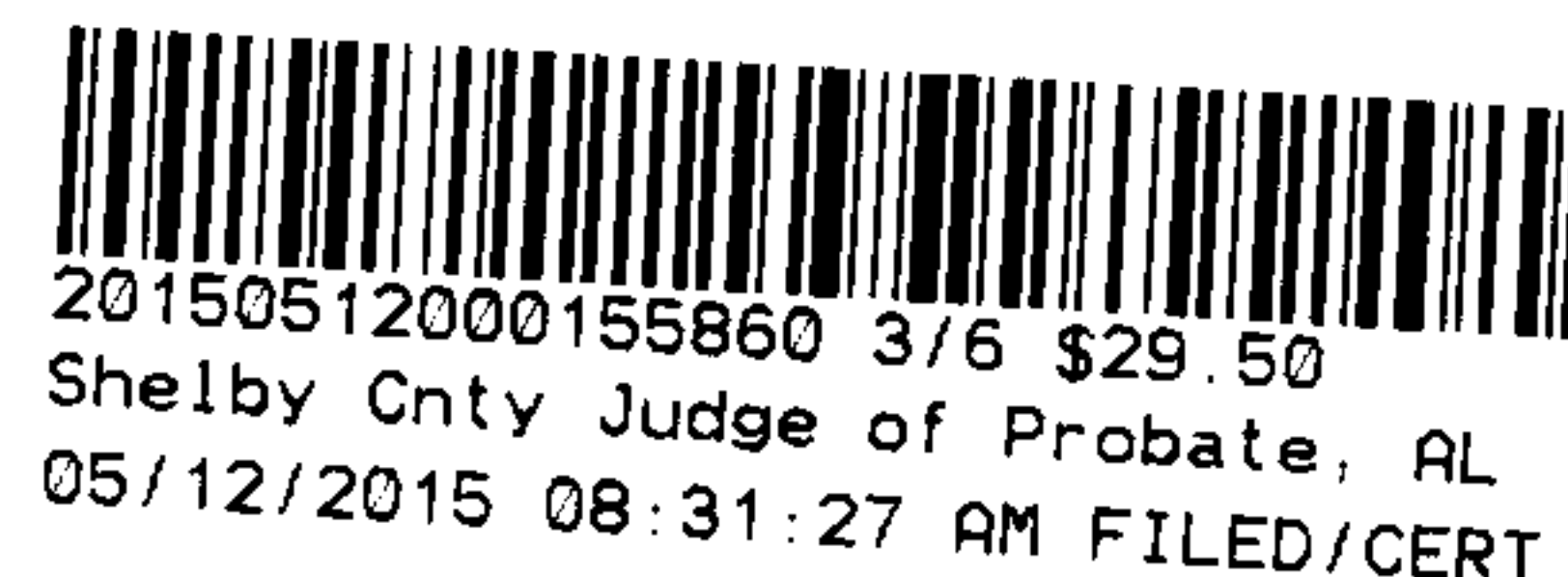
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James J. King, Jr., whose name as Vice President of The Westervelt Company, Inc., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

Given under my hand and official, notarial seal on this the 30th day of April, 2015.

{SEAL}



Preasha J. Smith
Notary Public
My Commission Expires: 11/23/15



GRANTEE:

KAU LAND HOLDINGS, LLC, an Alabama
limited liability company

By: [Signature]
Name: Kent Upton
Its: Managing Member

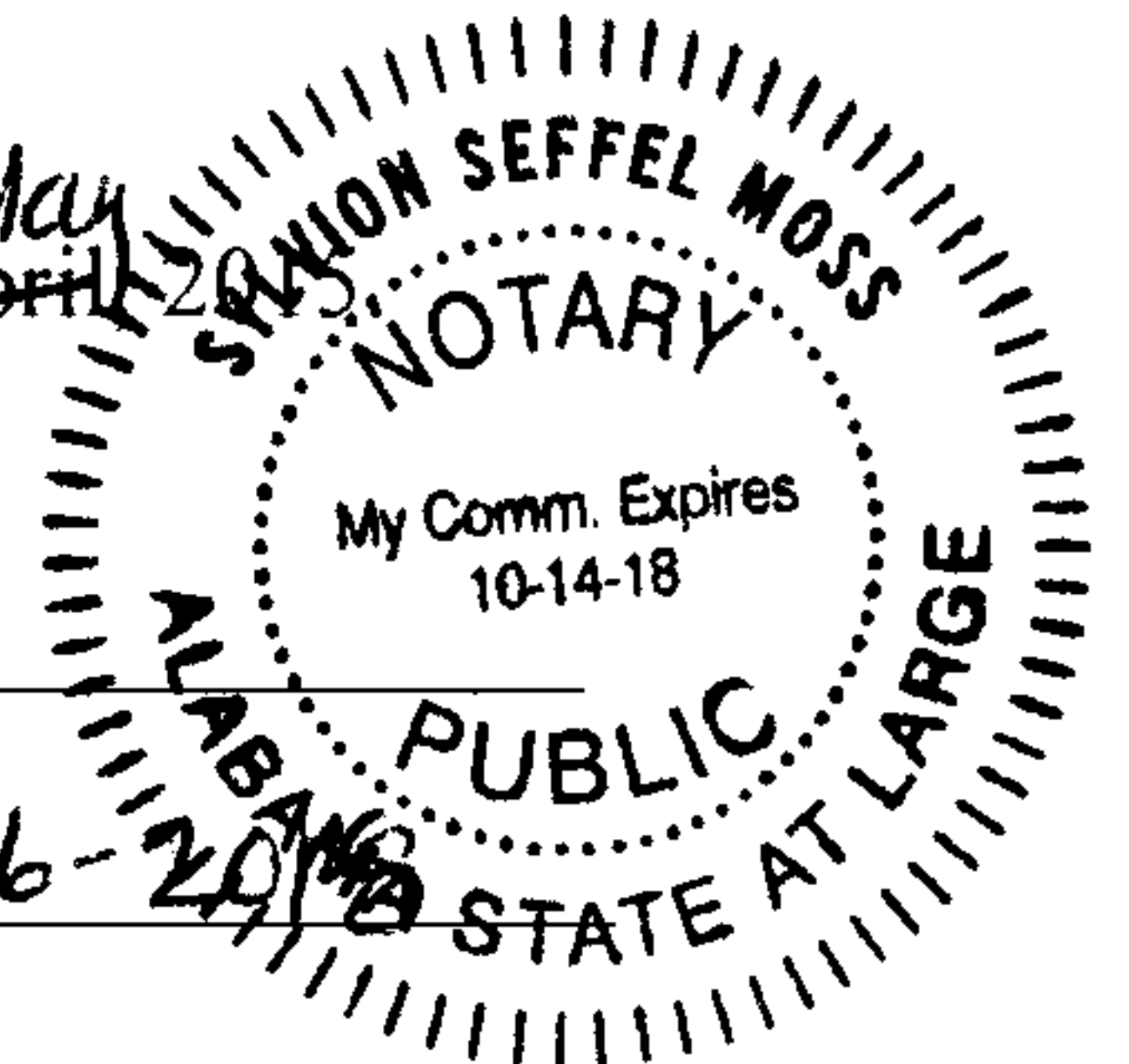
STATE OF Alabama
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kent Upton, whose name as Managing Member of KAU Land Holdings, LLC, an Alabama 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/she, as such owner/manager and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said limited liability company.

Given under my hand and official, notarial seal on this the 1st day of May, 2015.

{SEAL}

[Signature]
Notary Public
My Commission Expires: 10-16-2018



20150512000155860 4/6 \$29.50
Shelby Cnty Judge of Probate, AL
05/12/2015 08:31:27 AM FILED/CERT

EXHIBIT "A"
Description of Grantee Property

That certain parcel of real property located in Shelby County, Alabama and more particularly described as follows:

PARCEL I

The South 1/2 of the NW 1/4; the SW 1/4 of the NE 1/4, and the SW 1/4 of Section 22, Township 20 South, Range 2 West. LESS AND EXCEPT: A parcel of land located in the West Half of Section 22, Township 20 South, Range 2 West, in Shelby County, Alabama, containing Two (2.00) Acres and being more particularly described as follows: Start at a Concrete Monument accepted to mark the Southwest corner of Section 22 and run North 2 degrees 02 minutes 12 seconds East (Assumed) and along the Western Boundary of said Section 22 for a distance of 2279.28 feet to a 1/2" rebar set, said rebar being the Point-of-Beginning; thence continue in a Northerly direction along the Western Boundary of said Section 22 for a distance of 330.00 feet to a 1/2" rebar set; thence with a deflection angle of 48 degrees 47 minutes to the right, run in a Northeasterly direction for a distance of 350.00 feet to a 1/2" rebar set; thence with a deflection angle of 131 degrees 13 minutes to the right, run in a Southerly direction for a distance of 330.00 feet to a 1/2" rebar set; thence with a deflection angle of 48 degrees 47 minutes to the right, run in a Southwesterly direction for a distance of 350.00 feet to the Point-of-Beginning.

Situated in Shelby County, Alabama.

Parcel ID #14-5-22-0-000-002.000

PARCEL II:

The SE 1/4 of the SE 1/4 of Section 21, Township 20 South, Range 2 West. Situated in Shelby County, Alabama.

Parcel ID #14-5-21-4-001-003.000

PARCEL III:

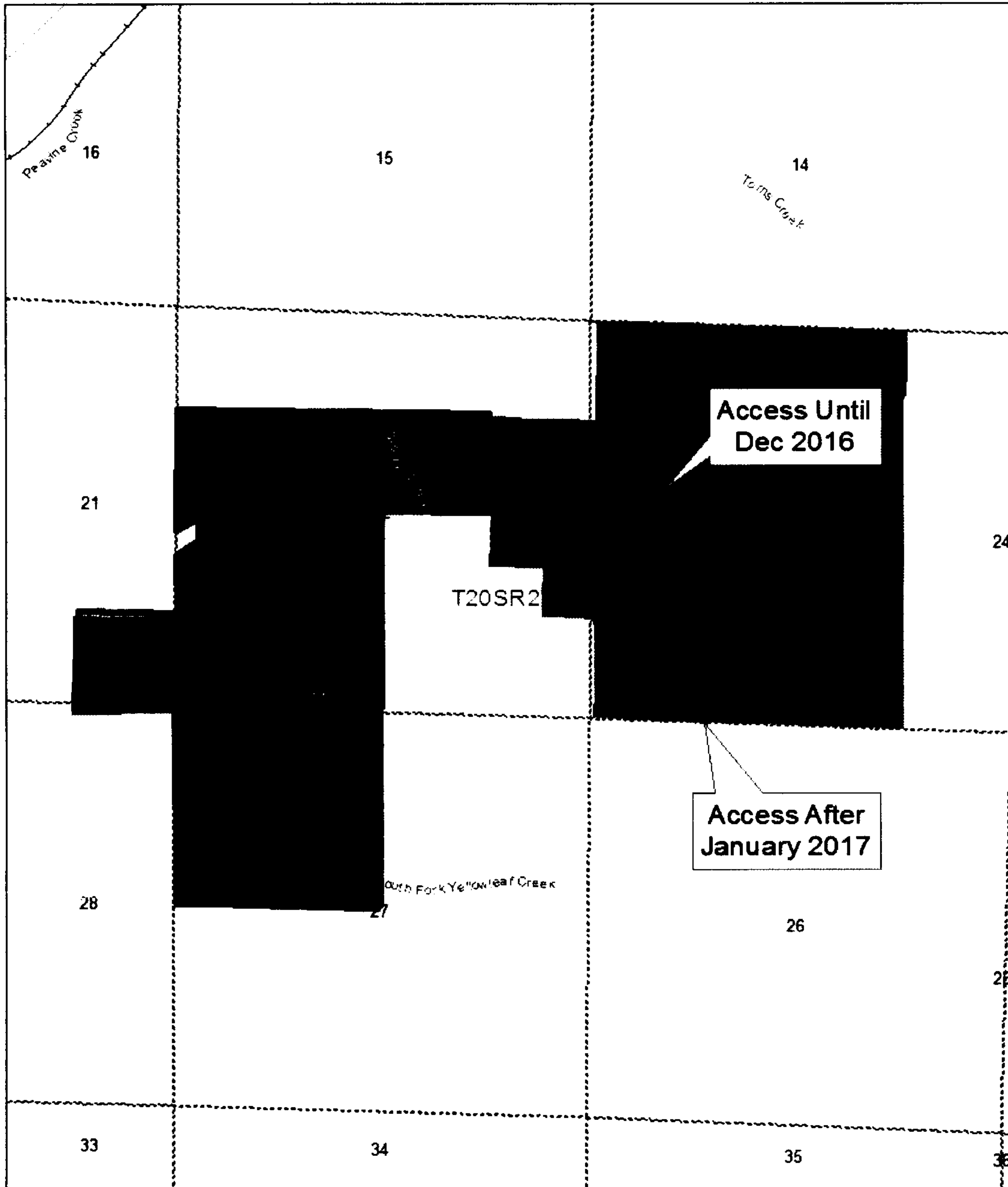
The NW 1/4 of Section 27, Township 20 South, Range 2 West. Situated in Shelby County, Alabama.

Parcel ID #14-8-27-0-000-002.000



EXHIBIT "B"
Description of Easement Property

That certain real property located in Shelby County, Alabama and more particularly described as follows:



Upton Exhibit (Shelby County)

Date: 2/6/2015

User Name: rcolvin



20150512000155860 6/6 \$29.50
Shelby Cnty Judge of Probate, AL
05/12/2015 08:31:27 AM FILED/CERT