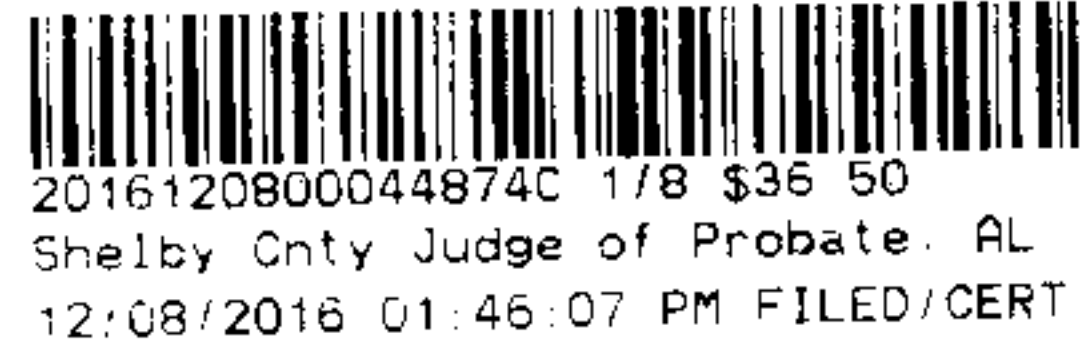


STATE OF ALABAMA)

COUNTY OF SHELBY)



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into on this the 29th day of November, 2016 by and between **Sharp Revocable Trust, dated August 11, 2006** ("Grantor"), and **Shelby Longleaf, LLC**, an Alabama limited liability company ("Grantee").

Recitals:

WHEREAS, Grantor is the owner of that certain real property located in Shelby County, Alabama described on Exhibit "A" attached hereto (the "Grantor Property");

WHEREAS, Grantee is the owner of that certain real property located in Shelby County, Alabama described on Exhibit "B" attached hereto (the "Grantee Property"); and

WHEREAS, Grantor has agreed to grant Grantee a thirty foot (30') wide permanent, perpetual non-exclusive access easement over, through and across a portion of the Grantor Property as described in more detail below and as described and identified on Exhibit "C" and Exhibit C-1 (survey of Rodney Shifflett dated November 14, 2016) attached hereto (the "Easement 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. **Recitals.** All Recitals set forth in, and all Exhibits to, this Agreement are hereby incorporated in this Agreement by reference.

2. **Grant of Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee, its successor and assigns, a permanent, perpetual non-exclusive thirty foot (30') wide easement and right-of-way over, across, through and upon the Easement Property for purposes of (i) providing vehicular and pedestrian ingress and egress to and from the Grantee Property and (ii) installing, using, operating, maintaining, repairing, and replacing electrical, gas, water, sewer and other utilities (the "Easement").

3. **Nature of Easement and Rights and Reservations**

a) The Easement granted by Grantor to Grantee pursuant to Paragraph 2 above (i) shall be appurtenant to and shall serve and benefit the Grantee Property, (ii) shall be and is a covenant running with the land binding upon and inuring to the benefit of Grantor and Grantee, their respective beneficiaries, heirs, legal representatives, successors and assigns and any future owners of said real property and (iii) shall be used in common by Grantee and Grantor.

Shelby County, AL 12/08/2016
State of Alabama
Deed Tax: \$.50

b) The Easement granted herein gives Grantee the right to construct, build, maintain, use, operate, repair and replace a road on the Easement Property to access the public right-of-way known as County Highway 441.

c) Grantor retains and reserves a non-exclusive ingress and egress easement and right-of-way, and other retained rights not inconsistent with the Easement, over, across, through and upon the Easement Property.

4. Indemnity. Each party to this Agreement, for itself and its successors and assigns, shall, and hereby does agree to indemnify, protect and hold harmless the other party, their successors and assigns, from and against any and all damages, losses, claims, suits, judgments, costs and expenses, including reasonable attorney's fees and other legal costs resulting directly or indirectly from a party's breach of this Agreement and the use of the Easement.

5. Public Rights. This instrument is not intended to and does not dedicate any portion of the Easement to the general public or create any rights in favor of the general public.

6. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

7. Applicable Law. This Agreement shall be governed according to the laws of the State of Alabama.

8. 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.

[Remainder of Page Left Blank; Signature page to Follow]



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

GRANTOR:

**SHARP REVOCABLE TRUST, dated
August 11, 2006**

Charles E. Sharp Sr.
Charles E. Sharp, Sr., trustee

Katherine G. Sharp
Katherine G. Sharp, trustee

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles E. Sharp, Sr. and Katherine G. Sharp, whose names as trustees of the Sharp Revocable Trust, dated August 11, 2006, 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, they, as such trustees for said trust and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said trust.

Given under my hand and official, notarial seal on this the 29th day of November, 2016.

{SEAL}

[Signature]
Notary Public

My Commission Expires:

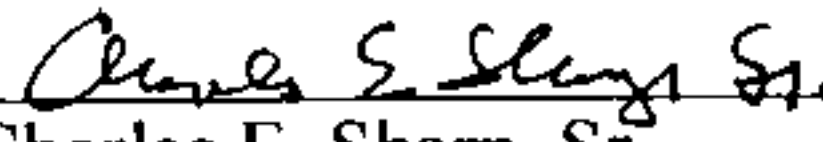
ROBERT H. SPRAIN, JR.
Notary Public - Alabama
Jefferson County
My Commission Expires
June 29, 2017



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Shelby Cnty Judge of Probate, AL
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GRANTEE:

SHELBY LONGLEAF, LLC



Charles E. Sharp, Sr.
Managing Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that Charles E. Sharp, Sr., whose name is signed as managing member of Shelby Longleaf, LLC, an Alabama limited liability company, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such managing member and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.


Given under my hand and official, notarial seal on this the 29th day of November, 2016.

{SEAL}



Notary Public
My Commission Expires: ROBERT H. SPRAIN, JR.
Notary Public - Alabama
Jefferson County
My Commission Expires
June 29, 2017

GRANTEE:

SHELBY LONGLEAF, LLC


Charles E. Sharp, Jr.
Managing Member

STATE OF ALABAMA)
JEFFERSON COUNTY)


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Shelby Cnty Judge of Probate, AL
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I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that Charles E. Sharp, Jr. whose name as managing member of Shelby Longleaf, LLC, an Alabama limited liability company, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such managing member and with full authority executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official, notarial seal on this the 29th day of November, 2016.

{SEAL}

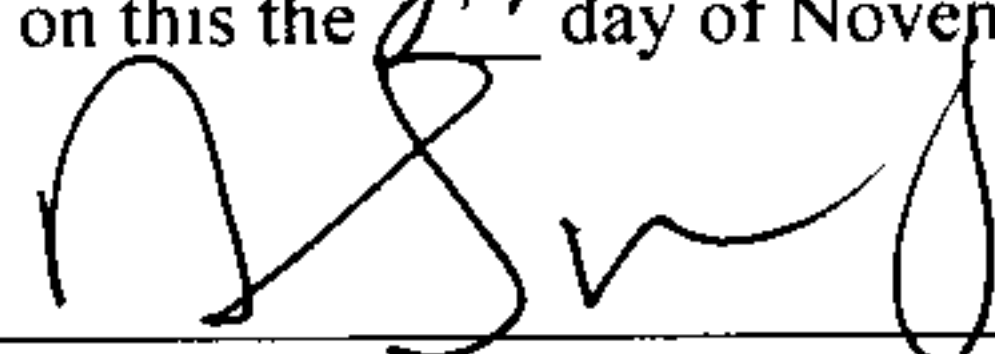

Notary Public
My Commission Expires: ROBERT H. SPRAIN, JR.
Notary Public - Alabama
Jefferson County
My Commission Expires
June 29, 2017

EXHIBIT A
Description of Grantor Property

A parcel of land located in a part of Sections 17, 18, and 19, Township 20 South, Range 2 East Shelby County, Alabama. Said parcel being more particularly described as follows: As a point-of-beginning start at the SE corner of Section 18 and run South 2 degrees 32 minutes and 25 seconds West and along the East Boundary of Section 19 for a distance of 1321.64 ft. to a point; thence run North 86 degrees 54 minutes and 35 seconds West and along the South line of the N 1/2 of the N 1/2 of Section 19 for a distance of 1964.96 ft. to a point; thence run North 02 degrees 56 minutes and 25 seconds East and along the West line of the E 1/2 of the NW 1/4 of the NE 1/4 for a distance of 1317.74 ft. to a point lying on the South line of Section 18; thence run North 87 degrees 01 minutes and 35 seconds West and along the South line of said section for a distance of 651.94 ft. to a point; thence run North 0 degrees 30 minutes and 25 seconds East and along the West line of the E 1/2 of the S 1/2 Section 18 for a distance of 1335.86 ft. to a point; thence run North 87 degrees 05 minutes and 35 seconds West and along the South line of the NE 1/4 of the SW 1/4 of Section 18 for a distance of 325.28 ft. to a point; thence run North 21 degrees 18 minutes and 25 seconds East for a distance of 668.63 to a point; thence run South 87 degrees 01 minutes and 33 seconds East for a distance of 3047.35 ft. to a point on the West bank of Yellow Creek; thence run South and along a meandering Yellow Creek to the intersection of the South line of Section 17; thence run North 87 degrees 06 minutes and 40 seconds West and along the South line of Section 17 for a distance of 1313.70 ft. to the point-of-beginning. Said parcel containing 233.94 acres more or less.



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EXHIBIT B
Description of Grantee Property

A Parcel of land situated in Section 19, Township 20 South, Range 2 East and Section 24, Township 20 South, Range 1 East, Shelby County, Alabama and being more particularly described as follows:

BEGIN at the NE Corner of above said Section 19, said point being the POINT OF BEGINNING; thence S89°40'25"E, a distance of 2620.31' to the NE Corner of the NE 1/4 of the NW 1/4 of said Section 19; thence S00°02'51"W, a distance of 2730.26'; thence S00°53'07"E, a distance of 1198.55'; thence S88°29'12"W, a distance of 1306.73'; thence N89°57'55"W, a distance of 1203.41' to the Easterly R.O.W. line of a Railroad Track, 200' R.O.W.; thence N01°07'38"W and along said R.O.W. line, a distance of 300.11' to the beginning of a curve to the left, having a radius of 1700.00, a central angle of 24°41'04", and subtended by a chord which bears N13°28'10"W, and a chord distance of 276.75'; thence along the arc of said curve and said R.O.W. line, a distance of 732.40'; thence N25°48'41"W and along said R.O.W. line, a distance of 3245.84'; thence N88°07'17"E and leaving said R.O.W. line, a distance of 1479.09' to the NE Corner of above said Section 24 and the POINT OF BEGINNING.

Said Parcel containing 288.54 acres, more or less.



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EXHIBIT C
Description of Easement Property

A 30' Ingress/Egress and Utility Easement, situated in Section 18 and Section 19, Township 20 South, Range 2 East, Shelby County, Alabama, lying 15' either side of and parallel to the following described centerline:

Commence at the SE Corner of the SE 1/4 of the SW 1/4 of above said Section 18; thence N02°08'28"W, a distance of 15.00' to the POINT OF BEGINNING OF SAID CENTERLINE, thence S89°48'21"E, a distance of 667.54'; thence S00°09'39"W, a distance of 1316.55'; thence S89°41'21"E, a distance of 1955.09' to an existing 50' Easement, as shown on a Resurvey of T & R Family Subdivision as recorded in Map Book 25, Page 106, in the Office of the Judge of Probate of Shelby County, Alabama and being the POINT OF ENDING OF SAID CENTERLINE.



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Shelby Cnty Judge of Probate: AL
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