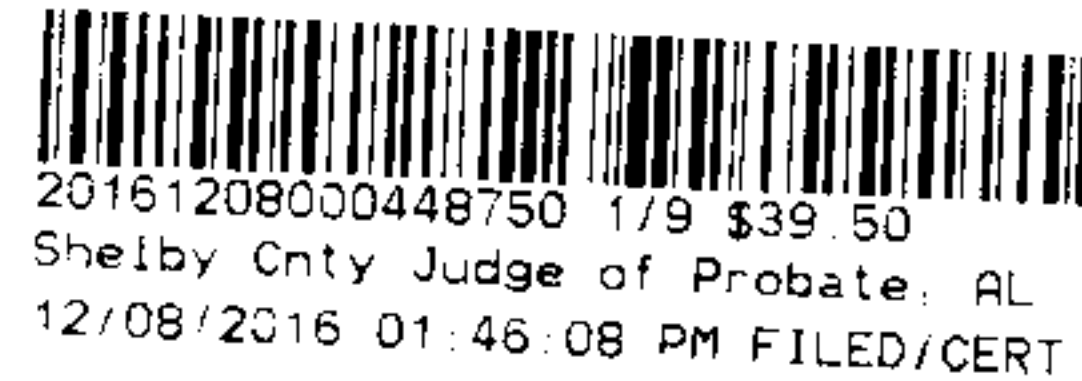


This Instrument Prepared By:
Ray F. Robbins, III, Esq.
The Westervelt Company
Post Office Box 48999
Tuscaloosa, AL 35404
205-562-5431

STATE OF ALABAMA
COUNTY OF SHELBY



ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 29 day of November, 2016 (the "Effective Date"), by and between **The Westervelt Company, Inc.**, a Delaware corporation ("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 sixty (60') foot wide permanent non-exclusive access easement over and across a portion of the Grantor Property as described in more detail below and as identified on Exhibit "C" and Exhibit C-1 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. **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.

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

2. Grant of Easement. Subject to the terms and provisions set forth in Paragraph 3 below, Grantor does hereby grant, bargain, sell and convey to Grantee, for no additional fee or charge other than that described herein for creating adequate consideration, a sixty foot (60') wide non-exclusive perpetual access easement over, across, through and upon the Easement Property for purposes of providing utilities, ingress, egress and access (vehicular and pedestrian) to and from the Grantee Property (the "Access Easement"). Grantor also reserves the right to replace the Access Easement conveyed herein with another access easement at a reasonable location, provided said replacement access easement shall be of a similar quality and dimensions as the Access Easement and will not diminish or impair Grantee's access rights as provided in this Agreement. The Access Easement shall not be moved until the alternate route for the substitute access easement is in substantially the same condition as the original route. Any expense or cost relating to the moving or altering the location of the Access Easement shall be paid by the Grantor. Grantor and Grantee shall amend this Agreement, at Grantor's cost, to document the relocation of the Access Easement, if applicable, in such form and substance acceptable to both parties.

3. Nature of Easements.

(a) The easement granted by Grantor to Grantee pursuant to Paragraph 2 above is granted subject to the terms and provisions of Paragraph 3(b) through (c) below and (i) shall be and is appurtenant to and shall serve and benefit the Grantee Property, (ii) shall be and are covenants running with the land, and (iii) shall be used in common by Grantor and Grantee.

(b) Notwithstanding anything provided herein to the contrary, Grantee shall not make any modifications to the Easement Property other than those provided for in Paragraph 3(c) below without Grantor's prior written consent. Grantee has the right to install a security gate across the Easement Property; however, the parties hereby agree Grantor has the right to require Grantee to remove such gate at Grantor's sole and absolute discretion. 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, Grantee may improve the condition of the Easement Property, but Grantee agrees that in the event the easement is paved or modified from its current condition, Grantor will not be responsible for any damage or destruction caused by Grantor, its agents, contractors, employees or assigns to any improvements beyond the current condition as a passable unpaved woods road. Further, Grantor shall also not be responsible for damages to utilities installed by Grantee, to the extent such damages are caused by normal timber transportation, managing or harvesting operations. Any gates installed on the Grantor's property by Grantee must be approved by Grantor.

4. Insurance and Indemnity from Grantee. Grantee, its successors 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 arising out of the use of the Easement Property.

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.

Signature page to follow.


20161208000448750 3/9 \$39.50
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 effective as of the day and year first written above.

GRANTOR:
THE WESTERVELT COMPANY INC.,
A Delaware corporation

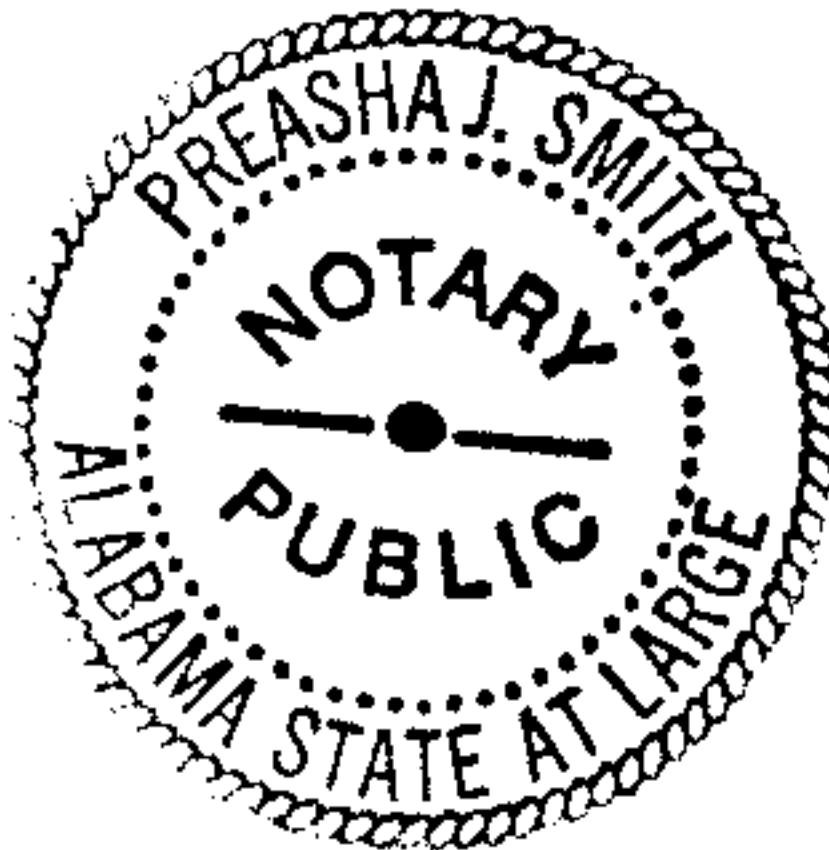
By: Robert A. Rimer
Robert A. Rimer
Corporate Land Manager

STATE OF ALABAMA
COUNTY OF TUSCALOOSA


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert A. Rimer, whose name as Corporate Land Manager 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, 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 29th day of November, 2016.

{SEAL}



Preasha J. Smith
Notary Public
My Commission Expires: 11/2/19


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GRANTEE:
SHELBY LONGLEAF, LLC

By: Charles E. Sharp Sr.
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}

Robert H. Sprain, Jr.
Notary Public
My Commission Expires: _____ **ROBERT H. SPRAIN, JR.**
Notary Public - Alabama
Jefferson County
My Commission Expires
June 29, 2017

GRANTEE:
SHELBY LONGLEAF, LLC

By: Charles E. Sharp, Jr.
Charles E. Sharp, Jr.
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, 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}

Robert H. Sprain, Jr.
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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EXHIBIT "A"
Description of Grantor Property

The southwest quarter of Section 18, except that part lying east between the dirt road, from Wilsonville to Morgan Bridge, and Yellow Leaf Creek, said exception containing approximately 10 acres, all in Township 20, Range 2 East, and containing 150 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.


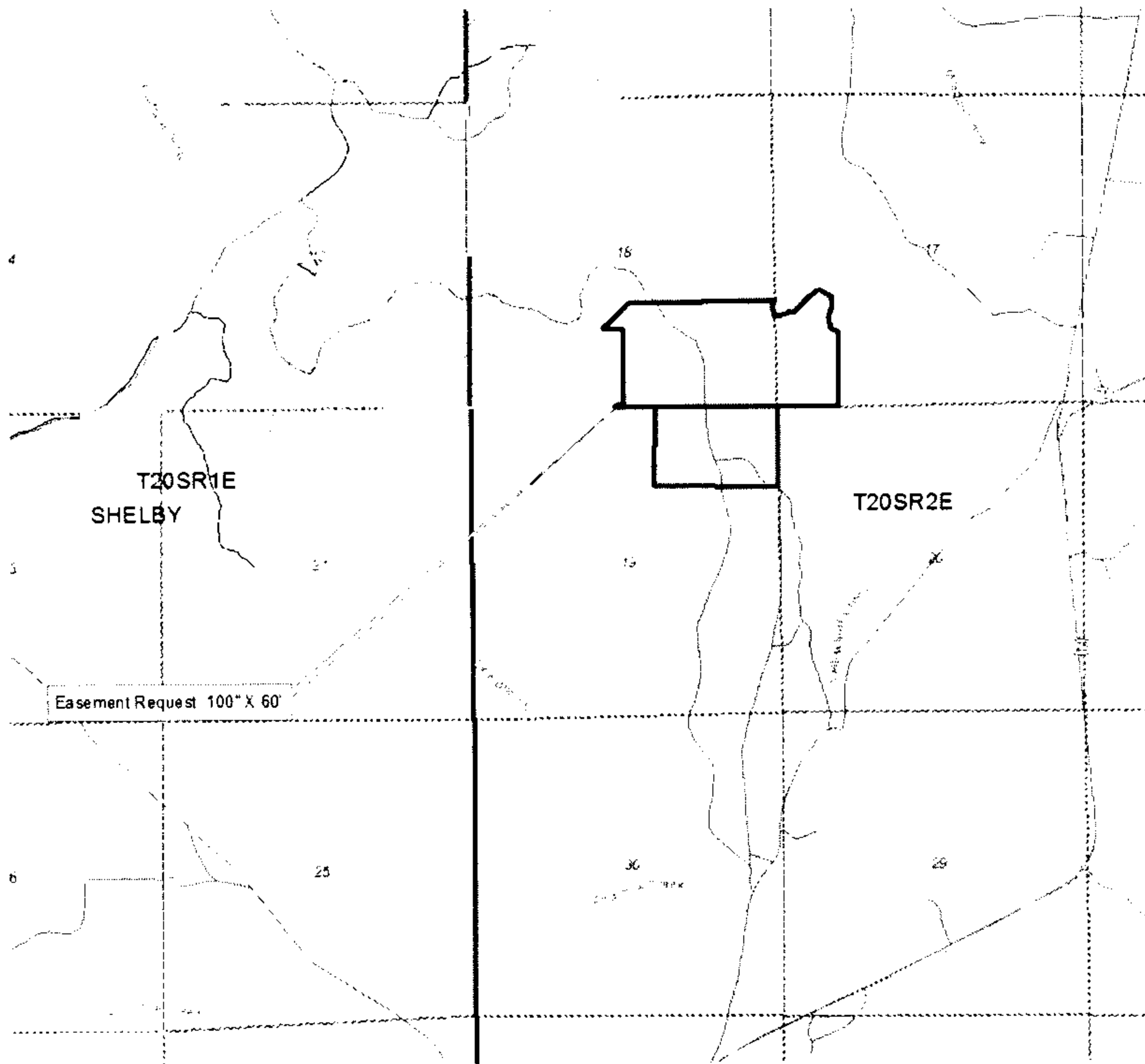

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EXHIBIT "C"
Description of Easement Property

BEGIN at the SE Corner of the SE 1/4 of the SW 1/4 of Section 18, Township 20 South, Range 2 East, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence N89°40'25"W, a distance of 100.00'; thence N02°08'25"W, a distance of 60.00'; thence S89°40'25"E, a distance of 100.00'; thence S02°08'25"E, a distance of 60.00' to the POINT OF BEGINNING.



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Exhibit C-1
Easment Property

