

STATE OF ALABAMA
COUNTY OF SHELBY

Send tax notice to:
Fresh Air Properties LLC
517 Oakline Drive
Hoover, Alabama 35226

**SPECIAL (STATUTORY) WARRANTY DEED
WITH RESERVATION OF EASEMENT
R.E. No. 3111-1107 (HG6170 Part)**

THIS INDENTURE, made this 25th day of January, 2018, between **HIGH PINE LLC**, a Delaware limited liability company, having an address c/o Hancock Natural Resource Group, Inc., 197 Clarendon Street, C-08-99, Boston, Massachusetts 02116-5010 (Grantor), and **FRESH AIR PROPERTIES LLC**, an Alabama limited liability company, having a mailing address of 517 Oakline Drive, Hoover, Alabama 35226 (Grantee).

WITNESSETH, that the Grantor, for the sum of Ten and 00/100 (\$10.00) Dollars, and other good and valuable consideration, to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL and CONVEY** unto the said Grantee the following land and the standing timber thereon (Premises), situated in the County of Shelby, and State of Alabama, being more particularly described as follows; to wit:


(SEE EXHIBIT "A" ATTACHED HERETO AND
BY THIS REFERENCE MADE A PART HEREOF)

The Premises described hereunder are hereby conveyed "as is," by the tract and not by the acre, the acreage not being guaranteed by the Grantor, and are also conveyed subject to the rights of any tenants or lessees, any persons in possession; all outstanding mineral rights or reservations, oil, gas or mineral leases; water districts, water rights; restrictions or reservations; roadways, rights of way, easements; any contracts purporting to limit or regulate the use, occupancy or enjoyment of said Premises; and any matters which could be disclosed by an accurate, current survey or inspection of said Premises.

TO HAVE AND TO HOLD the above-described Premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantee's successors and assigns, forever.

EXCEPTING AND RESERVING, HOWEVER, UNTO GRANTOR, ITS AFFILIATES, PERMITTEES, SUCCESSORS AND ASSIGNS, a perpetual non-exclusive easement for vehicular and pedestrian access, ingress and egress, and the removal of cut timber over, across and through, that portion of the Premises ("Easement Area") more particularly described on EXHIBIT "B-1" and as generally depicted on EXHIBIT "B-2" attached hereto and by this reference made a part hereof, subject to the following terms and restrictions:

Shelby County, AL 10/04/2018
State of Alabama
Deed Tax: \$116.00


20181004000354660 1/8 \$152.00
Shelby Cnty Judge of Probate, AL
10/04/2018 09:58:23 AM FILED/CERT

1. Grantor and its Affiliates shall have the right, at all times and for any purpose, to cross and recross the Easement Area at any place, on grade or otherwise, and to use the Easement Area in a manner that will not unreasonably interfere with Grantee's use thereof.

2. Grantee shall maintain the Easement Area in a manner suitable for vehicular traffic, including, without limitation, specialized logging equipment, logging trucks or other equipment used for growing, harvesting, or managing timber, and pursuant to State of Alabama Best Management Practices for Forestry, and, in connection therewith, Grantee shall have the right to construct or pave a road over any of the Easement Area; provided, however, that such construction or paving will allow access over the completed roadway of logging trucks and/or equipment which weigh up to 100,000 lbs. and are owned by or operated on behalf of Grantor and/or any Affiliate of Grantor; Grantor shall be responsible for any damage to any of the Easement Area caused by the use of the Easement Area by Grantor and/or any Affiliate of Grantor unless any damage caused to said roadway as a result of passage thereover by said trucks and/or equipment results from the inadequacy of any roadway paved or maintained by Grantee to accommodate such usage, in which case such damage is to be borne by Grantee.

3. Grantee shall not engage in or allow any activity which interferes with or deprives Grantor of its mutual rights of access or any other rights it may have to the Easement Area.

4. Grantor shall not do or permit anything to be done which purports to create a lien or encumbrance on the Easement Area.

5. Grantor and Grantee may relocate or modify the Easement Area or substitute other equivalent ingress and egress for the Grantor, but only with prior written approval of both the Grantor and the Grantee.


6. The width of the Easement Area shall not exceed 30 feet.

7. The easement hereby reserved is for the purpose of providing vehicular and pedestrian access and ingress to and from any other properties abutting the Easement Area which are owned by, or through which ingress and egress has been granted to, the Grantor and/or any Affiliate of the Grantor and, by its acceptance hereof, Grantee specifically acknowledges that Grantor or any such Affiliate may sell all or any part of any such property and Grantee shall not interfere with the use by any successor-in-interest to such property of any of the Easement Area, and the right and conditions hereunder shall inure to the benefit of any such successor-in-interest.

8. The easement hereby reserved shall be and is a covenant running with the land and shall inure to the benefit of and be binding upon and inure to the benefit of the Grantor, Grantor's Affiliates, and Grantee, and their respective successors, heirs and assigns.

9. As used in connection with the easements hereby reserved, the terms Grantor and Grantee shall be extended to include all managers, agents, servants, employees, tenants, licensees (including timber purchasers), contractors, permittees, successors, heirs and assigns of each party; and the term "Affiliate" shall mean any entity under common management with the Grantor.

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Signature Page Follows]


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Shelby Cnty Judge of Probate, AL
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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The following described real property situated in Shelby County, Alabama:

That portion of the SE 1/4 of the NE 1/4 of Section 36, Township 21 South, Range 5 West, lying North of Living River Parkway in Shelby County, Alabama, as shown on map set out below; and
That portion of the NE 1/4 of the NE 1/4 of Section 36, Township 21 South, Range 5 West, lying East of the Cahaba River in Shelby County, Alabama, as shown on map set out below.

For Informational Purposes Only:

Tax Parcel No. 25 7 36 0 000 001.000 (Part)

Being a portion of the premises conveyed to Seller by deed dated March 15, 2016, and recorded on March 22, 2016, in Document #20160322000091700, in the Probate Office of Shelby County, Alabama.

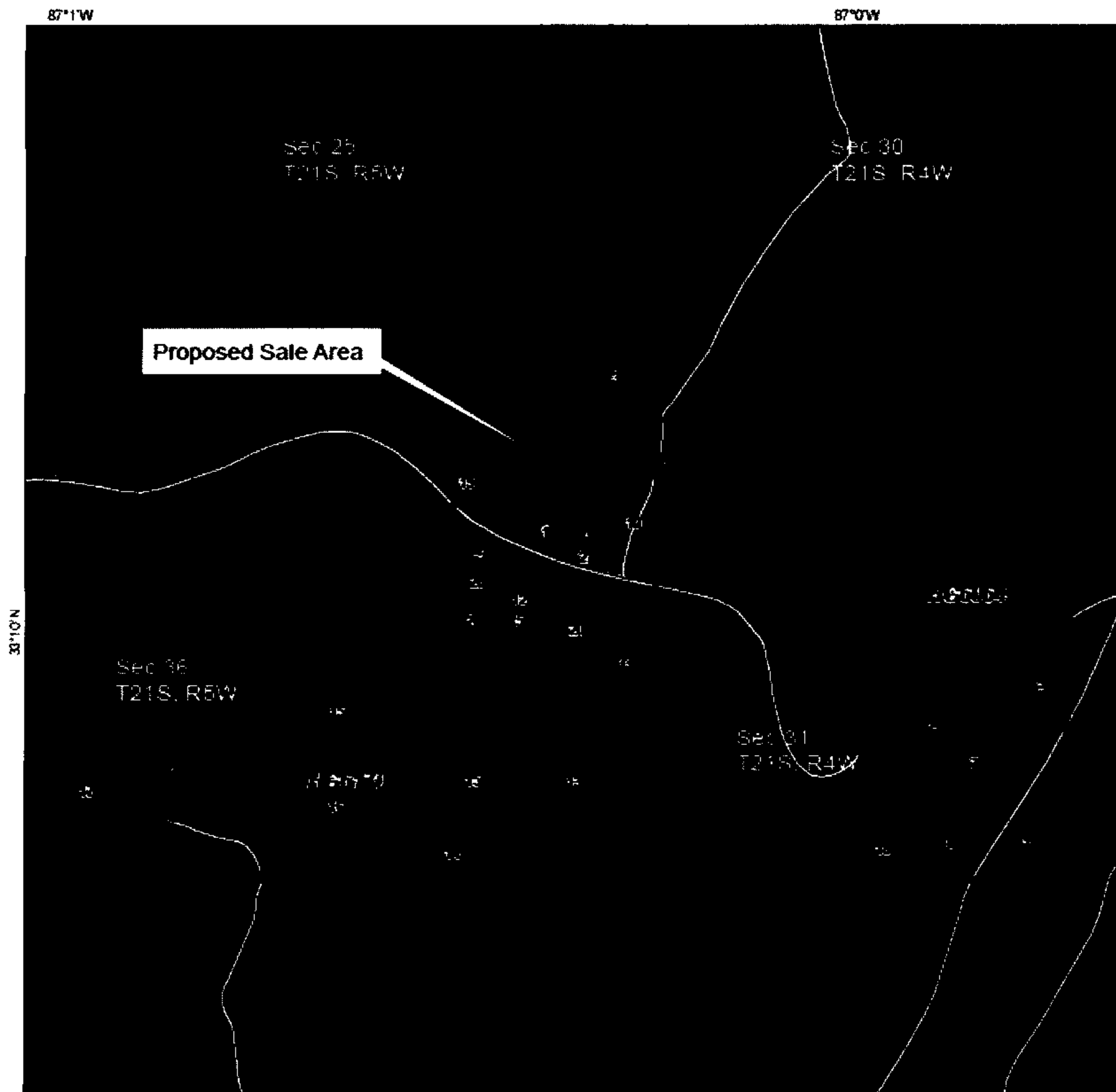


EXHIBIT "A"
Legal Description

The following described real property situated in Shelby County, Alabama:

That portion of the SE 1/4 of the NE 1/4 of Section 36, Township 21 South, Range 5 West, lying North of Living River Parkway in Shelby County, Alabama as shown on the map set out below; and
That portion of the NE 1/4 of the NE 1/4 of Section 36, Township 21 South, Range 5 West, lying East of the Cahaba River in Shelby County, Alabama, as shown on the map set out below.

For Informational Purposes Only:

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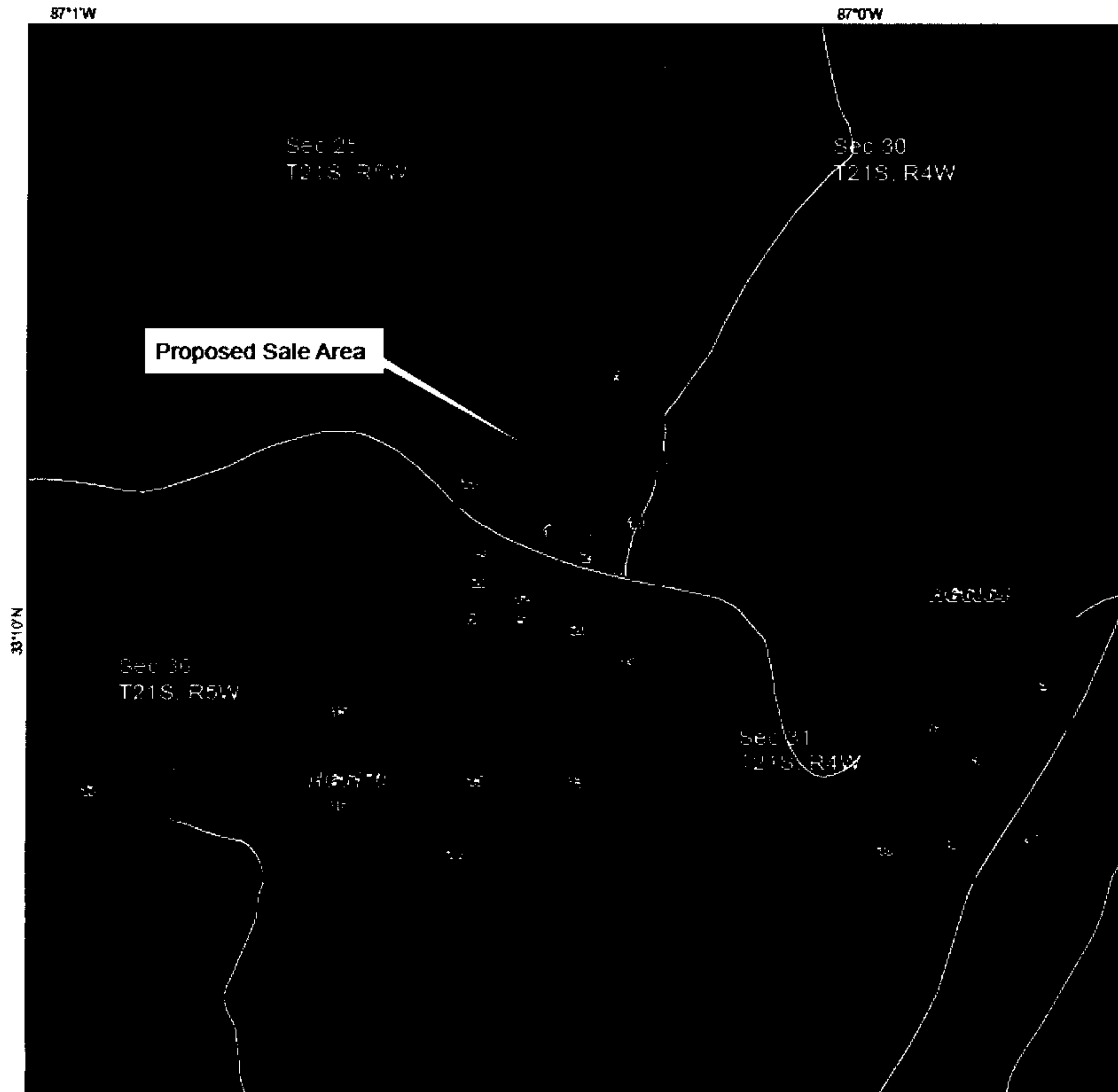



EXHIBIT "B-1"

Description of Easement Area

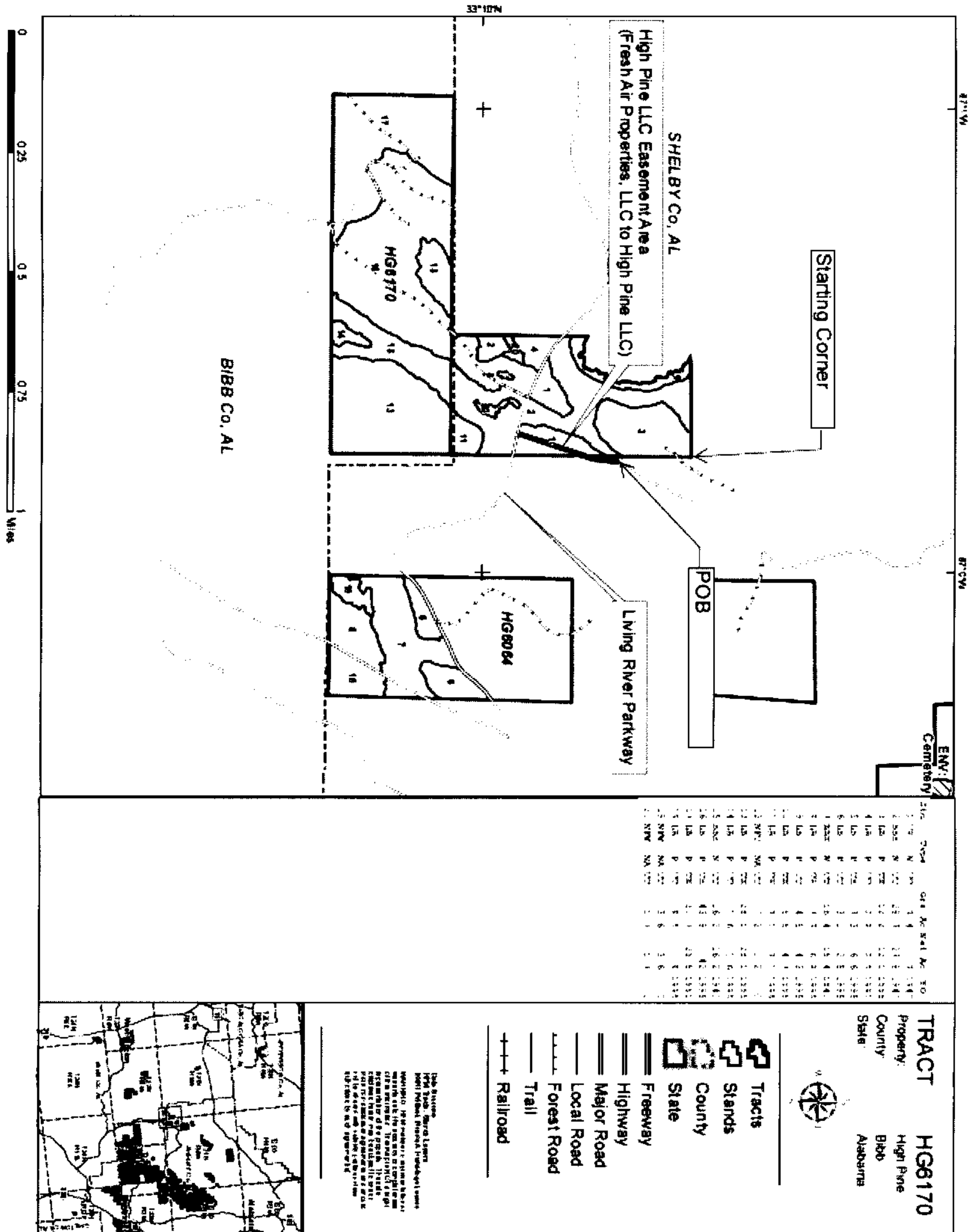
A road easement thirty (30) feet in width, and being fifteen (15) feet on each side of the following described centerline:

Begin at a white painted rock locally accepted as the NE corner of Section 36, Township 21S R5W in Shelby County Alabama and run South along the East line of Section 36 for 779.2 feet, more or less, being the point of beginning of the following described centerline of the of existing road; Thence run S 6° 44' 6" W for 288.7 feet; Thence run S 19° 59' 20" W for 218.8 feet; Thence run S 18° 11' 56" W for 649.6 feet to the edge of "Living River Parkway" named road.



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Exhibit "B-2" Depiction of Easement Area



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

Grantee's Name FRESH AIR PROPERTIES
Mailing Address 617 CARLINE DRIVE
HOUSTON AL 35226

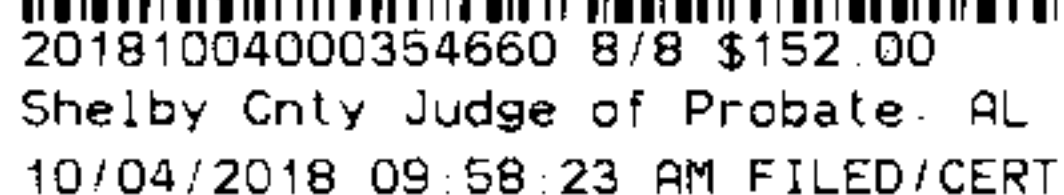
Date of Sale 1/25/2018
Total Purchase Price \$ ~~116,000~~
or
Actual Value \$ 116,000
or
lessor's Market Value \$ _____

_____ Appraisal
Other

Instructions

(Grantor/Grantee/Owner/Agent) circle one

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**Form RT-1**