

NO. 162794 TIME 3:15pm

COPY

SEP 09 2016

DONECE GREGORY COUNTY CLERK
TYLER COUNTY, TEXAS

By: Angelina

RESIDENTIAL ACCESS EASEMENT

TRKG # TX16-029
Angelina

R.E. No. 8560 – GA15

THIS Residential Access Agreement ("Agreement"), made this 19th day of August, 2016, is between JOHN HANCOCK LIFE & HEALTH INSURANCE COMPANY, a Massachusetts corporation, as to an undivided 2% interest, formerly known as Manulife Insurance Company and JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), a Michigan corporation, as to an undivided 98% interest, successor by merger to John Hancock Life Insurance Company and John Hancock Variable Life Insurance Company, together as Tenants-in-Common, with a mailing address of c/o Hancock Natural Resource Group 197 Clarendon Street, C-08-99, Boston, Massachusetts 02116-5010 (the "Grantor"), and White Birch, L.P., a Texas limited partnership, having its principal place of business at 6105 Alpha Road, Dallas, Texas, 75240, (the "Grantee").

WITNESSETH: That

The Grantor, for valuable consideration, the sufficiency and receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, TRANSFER and CONVEY to Grantee a permanent, non-exclusive, access easement 9,946.78 feet in length and twenty (20) feet in width, ("Easement Area") being ten (10) feet on each side of the centerline of an existing roadway located approximately as shown on **Exhibit A** attached hereto and by this reference incorporated herein.

The aforesaid Easement Area crosses lands owned by the Grantor in the County of Tyler, State of Texas, described as follows:

A part of that same John Hancock Life Insurance Angelina called 744 acre tract, more or less, out of the Matthew Goode Survey, Abstract No. 749, designated as MO 2065, and a part of the John Hancock Life Insurance Angelina called 300 acre tract, more or less, out of the Harriett Merritt Survey, Abstract No. 462, designated as MO 2129, as recorded and described in volume 822, page 403 of the official public records of Tyler County, Texas, as more fully described on **Exhibit B** attached hereto and by this reference incorporated herein.

And benefits the property owned by Grantee, depicted on Exhibit A hereto, and more particularly described in document recorded in volume 818, page 798, of the official public records of Tyler County, Texas, as referenced on **Exhibit B** attached hereto (the "Premises");

EXCEPTING AND RESERVING in Grantor any and all timber standing or growing within said Easement Area.

The easement hereby created and conveyed is subject, as to said lands, to all matters of public record. The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms and conditions:

1. This easement is conveyed for the sole purpose of construction, reconstruction, use and maintenance of said roadway for pedestrian and vehicular ingress and egress, and residential ingress and egress only to and from the Premises.

No permission is being granted hereunder for the installation or maintenance of utilities or overhead electric service transmission lines within said Easement Area; it being UNDERSTOOD and AGREED, however, that, in the event Grantee ever requires utility service to the Premises benefited by this Easement, Grantor hereby agrees to negotiate with and grant to the local utility company an easement which will allow for the provision of its services over along, under or across said Easement Area.

2. Grantor reserves for itself, its successors and assigns, as the owners of the contiguous portions of the servient estate, the right, at all times and for any purpose, to cross and recross said road at any place, on grade or otherwise, and to use said Easement Area in a manner that will not unreasonably interfere with the rights granted to the Grantee herein.
3. Grantor may grant to third party owners of contiguous portions of the servient estate, upon such terms as it chooses, any or all of the rights reserved by it herein.
4. Grantee may construct or pave a permanent road over said 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. Any damage caused to said roadway as a result of passage thereover by said trucks and/or equipment which results from the inadequacy of the paved roadway to accommodate such usage is to be borne by Grantee.
5. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. When any party uses the road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when the road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced.
6. Grantee shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by its use which is in excess of that which would be caused through normal and prudent usage of said road. Grantee shall obey and comply with any laws and regulations concerning said road and exercise proper and prudent caution and care in the use thereof.
7. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.
8. Grantee shall have the right to clear and keep cleared from said easement area all undergrowth, stumps, roots, brush trees and overhanging branches; and during initial construction of a permanent roadway, Grantee is further permitted to remove those trees in the way of such construction.
9. This easement shall be considered appurtenant to that Premises described in sub-paragraph 1. hereof. The rights, conditions and provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. Grantee shall send Grantor the contact information of any transferee of Grantee within thirty (30) days of closing.
10. Grantee agrees to defend, indemnify and save harmless the Grantor, its successors and assigns, form and against all causes of action, litigation, cost, loss, liability, damages and expense (including attorneys' fees) for injuries sustained by or the death of Grantee, its contractors, agents, employees, representatives, invitees or others, and damage to or loss of property belonging to Grantee, its contractors, agents, employees, representatives, invitees or others, arising out of or in any way connected with the use of said Easement Area by the Grantee or its contractors, agents, employees, representatives, or invitees and not caused by or the direct result of any action(s) by the Grantor, or its contractors, agents, employees, representatives or invitees.
11. If, for a period of 10 years, Grantee shall cease to use or preserve said road or any portion thereof for prospective future use, this easement shall automatically terminate without notice; and Grantee, its successors and assigns, hereby agree that they shall, at Grantor's sole option, and in form and substance satisfactory to Grantor, quitclaim to said Grantor all of Grantee's right, title and interest hereunder.

It is stipulated and agreed that this easement granted shall be a covenant running with the land, subject to the terms and conditions set forth herein. Nothing contained herein shall otherwise affect or impair

Grantor's rights as fee owner of the Easement Area and any property adjacent thereto, especially to the full use and enjoyment thereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, to become effective as of the day and year first above written.

JOHN HANCOCK LIFE & HEALTH INSURANCE COMPANY

By: Hancock Natural Resource Group, Inc.
Its Advisor

By: [Signature]
Name: David Kimbrough
Title: Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Ann Hardin, a Notary Public in and for said County and State, hereby certify that David Kimbrough, whose name as Vice President of Hancock Natural Resource Group, Inc., on behalf of John Hancock Life & Health Insurance Company, formerly known as Manulife Insurance Company, 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, s/he, as such officer and with full authority, executed the same voluntarily (on the day the same bears date) on behalf of such entity for and as the act of said entity.

Given under my hand and official seal on September 2, 2016.

Ann Hardin
Notary Public

My commission expires: 3-27-2017



JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

By: Hancock Natural Resource Group, Inc.
Its Advisor

By: [Signature]
Name: David Kimbrough
Title: Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Ann Hardin, a Notary Public in and for said County and State, hereby certify that David Kimbrough, whose name as Vice President of Hancock Natural Resource Group, Inc., on behalf of John Hancock Life Insurance Company (U.S.A), successor by merger to John Hancock Life insurance company and John Hancock Variable Life Insurance 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, s/he, as such officer and with full authority, executed the same voluntarily (on the day the same bears date) on behalf of such entity for and as the act of said entity.

Given under my hand and official seal on September 2, 2016.

Ann Hardin
Notary Public

My commission expires: 3-27-2017



ACCEPTED BY:

White Birch, L.P.

By: Barclay Timber, LLC

By:

Allen B. Mann
Allen B. Mann, President

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on the 19th day of August, 2016, by Allen B. Mann personally known to me to be the person who executed the foregoing instrument, in the capacity therein stated and for the consideration therein expressed, on behalf of said entity.

Deborah J. Sangster
Notary Public, State of Texas

My commission expires: _____

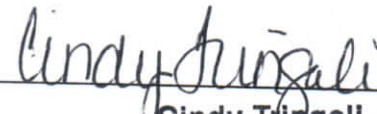


SECRETARY'S CERTIFICATE

At a meeting of the Board of Directors of HANCOCK NATURAL RESOURCE GROUP, INC., held on November 4, 1997, a quorum being present and acting throughout, it was

VOTED: That the Executive Managing Director, any Managing Director, the President, any Senior Vice President, any Vice President, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Director of Operations and Stewardship, the Director of Acquisitions, the Northwest Region Manager, the Manager of Acquisitions, the South Region Manager, the South Region Forester and the Northeast Region Manager of the Company, or any one of them, are hereby authorized to execute and seal with the corporate seal, acknowledge and deliver any and all instruments required in connection with any authorized investment, sale, loan, pledge, or other transaction managed by the Company on behalf of . . . its . . . clients.

On this 2nd day of September 20 16, I hereby certify that the above is a true copy of a vote passed November 4, 1997, by the Board of Directors of HANCOCK NATURAL RESOURCE GROUP, INC.; that the same still remains in full force and effect; that this certificate is attached to an instrument required in connection with an authorized transaction managed by the Company on behalf of John Hancock Life & Health Insurance Company, formerly known as Manulife Insurance Company, a Delaware corporation, as to an undivided 2% interest; and that David Kimbrough is the/a(n) Vice President of the Company, an appropriate officer to execute said instrument.


Cindy Tringali

Secretary

SECRETARY'S CERTIFICATE

At a meeting of the Board of Directors of HANCOCK NATURAL RESOURCE GROUP, INC., held on November 4, 1997, a quorum being present and acting throughout, it was

VOTED: That the Executive Managing Director, any Managing Director, the President, any Senior Vice President, any Vice President, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Director of Operations and Stewardship, the Director of Acquisitions, the Northwest Region Manager, the Manager of Acquisitions, the South Region Manager, the South Region Forester and the Northeast Region Manager of the Company, or any one of them, are hereby authorized to execute and seal with the corporate seal, acknowledge and deliver any and all instruments required in connection with any authorized investment, sale, loan, pledge, or other transaction managed by the Company on behalf of . . . its . . . clients.

On this 2nd day of September 20 16, I hereby certify that the above is a true copy of a vote passed November 4, 1997, by the Board of Directors of HANCOCK NATURAL RESOURCE GROUP, INC.; that the same still remains in full force and effect; that this certificate is attached to an instrument required in connection with an authorized transaction managed by the Company on behalf of John Hancock Life Insurance Company (U.S.A), successor by merger to John Hancock Life Insurance Company and John Hancock Variable Life Insurance Company, as to an undivided 98% interest; and that David Kimbrough is the/a(n) Vice President of the Company, an appropriate officer to execute said instrument.

Cindy Tringali
Cindy Tringali Secretary

**EXHIBIT A
TO
RESIDENTIAL ACCESS AGREEMENT**

See attached Survey dated May 12, 2016, showing the location of the 20 Ft. wide easement, as prepared by Lyle Rainey, registered land surveyor with Area Surveying & Mapping, Woodville, Texas.

N.W. Corner
M. Goode Survey

S 41°23'23" E
3224.18'

F.M. HIGHWAY 1746

AREA SURVEYING & MAPPING
418 N. PINE
WOODVILLE, TEXAS 75979
(409) 283-8197 OFFICE
FIRM LICENSE NO. 101129-00

**MATTHEW GOODE SURVEY
A-749**

John Hancock Life
Insurance Angelina
MO 2065
744 Acre Tract
Vol. 822, Pg. 403

Centerline Route
20 Ft. Access Easement

**JOSE FALCON
SURVEY, A-15**

**HARRIETT MERRITT
SURVEY, A-462**

John Hancock Life
Insurance Angelina
MO 2129
300 Acre Tract
Vol. 822, Pg. 403

White Birch, L.P.
666.92 Acres, More or Less
Vol. 818, Pg. 798

ROAD MEANDERS

LINE	BEARING	DISTANCE
L1	S 10°19'14" W	53.91'
L2	S 25°09'36" W	77.62'
L3	S 38°11'23" W	122.81'
L4	S 50°03'03" W	242.27'
L5	S 44°35'20" W	204.08'
L6	S 34°18'59" W	106.09'
L7	S 25°01'25" W	96.42'
L8	S 12°07'10" W	283.93'
L9	S 21°37'15" W	90.65'
L10	S 25°55'44" W	324.86'
L11	S 19°45'00" W	128.22'
L12	S 02°51'09" W	102.14'
L13	S 15°09'24" E	152.83'
L14	S 27°38'03" E	260.49'
L15	S 24°05'11" E	307.40'
L16	S 13°23'31" E	133.81'
L17	S 00°46'37" E	317.28'
L18	S 03°52'32" E	364.53'
L19	S 04°54'05" W	127.50'
L20	S 19°18'05" E	64.96'
L21	S 40°40'15" E	191.52'
L22	S 15°03'09" E	112.87'
L23	S 00°48'40" W	173.52'
L24	S 08°28'08" E	260.12'
L25	S 00°53'45" E	303.00'
L26	S 10°06'55" W	290.09'
L27	S 11°17'06" E	126.26'
L28	S 36°04'51" E	214.60'
L29	S 43°26'41" E	223.51'
L30	S 51°22'25" E	283.56'
L31	S 37°16'17" E	58.83'
L32	S 08°08'39" E	166.37'
L33	S 05°51'01" W	101.46'
L34	S 17°13'00" W	358.35'
L35	S 08°39'49" W	83.93'
L36	S 00°40'25" E	241.43'
L37	S 17°22'14" E	65.52'
L38	S 34°37'36" E	266.05'
L39	S 16°35'31" E	70.97'
L40	S 06°51'25" W	340.98'
L41	S 02°39'35" W	414.10'
L42	S 18°22'47" W	95.44'
L43	S 36°56'26" W	313.62'
L44	S 23°58'53" W	251.65'
L45	S 20°38'25" W	530.00'
L46	S 15°20'06" E	197.98'
L47	S 09°16'44" E	285.48'
L48	S 21°07'59" E	66.52'
L49	S 35°18'57" E	297.25'

NOTE: ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83.

N 86°43'07" E
1525.34'

SURVEY LINE



Scale 1" = 1000'

SURVEY PLAT SHOWING

THE LOCATION OF A 20 FT. WIDE EASEMENT LOCATED OVER AND ACROSS A PART OF THE JOHN HANCOCK LIFE INSURANCE ANGELINA 744 ACRE TRACT, DESIGNATED AS MO 2065, AS SITUATED IN THE MATTHEW GOODE SURVEY, A-749, AND ACROSS A PART OF THE JOHN HANCOCK LIFE INSURANCE ANGELINA 300 ACRE TRACT, DESIGNATED AS MO 2129, AS SITUATED IN THE HARRIETT MERRITT SURVEY, A-462, TYLER COUNTY, TEXAS.

I, LYLE RAINEY, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4800, DO HEREBY CERTIFY THAT THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY AND THAT SAME IS TRUE AND CORRECT.

SURVEYED MAY 12, 2016

Lyle Rainey
LYLE RAINEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4800



**EXHIBIT B
TO
RESIDENTIAL ACCESS AGREEMENT**

See attached legal description for the "Centerline Description 20 Ft. Access Easement" related to the Survey attached to this Residential Access Agreement as **Exhibit A**.

AREA SURVEYING & MAPPING
418 N. PINE
WOODVILLE, TEXAS 75979
(409) 283-8197

CENTERLINE DESCRIPTION
20 FT. ACCESS EASEMENT

CENTERLINE DESCRIPTION OF AN ACCESS EASEMENT AS SITUATED IN THE MATTHEW GOODE SURVEY, A-749, AND THE HARRIETT MERRITT SURVEY, A-462, TYLER COUNTY, TEXAS AND BEING A 20 FT. WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES, LOCATED OVER AND ACROSS A PART OF THAT SAME JOHN HANCOCK LIFE INSURANCE ANGELINA CALLED 744 ACRE TRACT, DESIGNATED AS MO 2065, AND ACROSS PART OF THE JOHN HANCOCK LIFE INSURANCE ANGELINA CALLED 300 ACRE TRACT, DESIGNATED AS MO 2129, AS RECORDED AND DESCRIBED IN VOLUME 822, PAGE 403 OF THE OFFICIAL PUBLIC RECORDS OF TYLER COUNTY. SAID ACCESS EASEMENT BEING 10 FT. EACH SIDE OF THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON A NORTH BOUNDARY LINE OF THE JOHN HANCOCK LIFE INSURANCE ANGELINA 744 ACRE TRACT AT THE INTERSECTION OF THE CENTER OF AN EXISTING COMPANY WOODS ROAD WITH THE SOUTH RIGHT OF WAY OF F.M. HIGHWAY 1746, SAID POINT BEING LOCATED S 41°23'23"E 3224.18 FT. FROM THE NORTHWEST CORNER OF THE MATTHEW GOODE SURVEY AND OF THE NORTHWEST CORNER THE JOHN HANCOCK LIFE INSURANCE ANGELINA 744 ACRE TRACT;

THENCE IN A SOUTHERLY DIRECTION WITH THE MEANDERS OF THE CENTER OF THE EXISTING COMPANY WOODS AS FOLLOWS:

- 1) S 10°19'14"W 53.91 FT. TO A POINT FOR CORNER;
- 2) S 25°09'36"W 77.62 FT. TO A POINT FOR CORNER;
- 3) S 38°11'23"W 122.81 FT. TO A POINT FOR CORNER;
- 4) S 50°03'03"W 242.27 FT. TO A POINT FOR CORNER;
- 5) S 44°35'20"W 204.08 FT. TO A POINT FOR CORNER;
- 6) S 34°18'59"W 106.09 FT. TO A POINT FOR CORNER;
- 7) S 25°01'25"W 96.42 FT. TO A POINT FOR CORNER;
- 8) S 12°07'10"W 283.93 FT. TO A POINT FOR CORNER;
- 9) S 21°37'15"W 90.65 FT. TO A POINT FOR CORNER;
- 10) S 25°55'44"W 324.86 FT. TO A POINT FOR CORNER;
- 11) S 19°45'00"W 128.22 FT. TO A POINT FOR CORNER;
- 12) S 02°51'09"W 102.14 FT. TO A POINT FOR CORNER;
- 13) S 15°09'24"E 152.83 FT. TO A POINT FOR CORNER;
- 14) S 27°38'03"E 260.49 FT. TO A POINT FOR CORNER;
- 15) S 24°05'11"E 307.40 FT. TO A POINT FOR CORNER;
- 16) S 13°23'31"E 133.81 FT. TO A POINT FOR CORNER;
- 17) S 00°46'37"E 317.28 FT. TO A POINT FOR CORNER;
- 18) S 03°52'32"E 364.53 FT. TO A POINT FOR CORNER;
- 19) S 04°54'05"W 127.50 FT. TO A POINT FOR CORNER;
- 20) S 19°18'05"E 64.96 FT. TO A POINT FOR CORNER;
- 21) S 40°40'15"E 191.52 FT. TO A POINT FOR CORNER;
- 22) S 15°03'09"E 112.87 FT. TO A POINT FOR CORNER ON OR NEAR THE SOUTH LINE OF THE JOHN HANCOCK LIFE INSURANCE ANGELINA 744 ACRE TRACT AND THE NORTH LINE OF THE JOHN HANCOCK LIFE INSURANCE ANGELINA 300 ACRE TRACT;
- 23) S 00°48'40"W 173.52 FT. TO A POINT FOR CORNER;
- 24) S 08°28'08"E 260.12 FT. TO A POINT FOR CORNER;
- 25) S 00°53'45"E 303.00 FT. TO A POINT FOR CORNER;
- 26) S 10°06'55"W 290.09 FT. TO A POINT FOR CORNER;
- 27) S 11°17'06"E 126.26 FT. TO A POINT FOR CORNER;
- 28) S 36°04'51"E 214.60 FT. TO A POINT FOR CORNER;
- 29) S 43°26'41"E 223.51 FT. TO A POINT FOR CORNER;
- 30) S 51°22'25"E 283.56 FT. TO A POINT FOR CORNER;
- 31) S 37°16'17"E 58.83 FT. TO A POINT FOR CORNER;
- 32) S 08°08'39"E 166.37 FT. TO A POINT FOR CORNER;

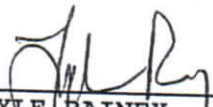
20 FT. ACCESS EASEMENT

- 33) S 05°51'01"W 101.46 FT. TO A POINT FOR CORNER;
- 34) S 17°13'00"W 358.35 FT. TO A POINT FOR CORNER;
- 35) S 08°39'49"W 83.93 FT. TO A POINT FOR CORNER;
- 36) S 00°40'25"E 241.43 FT. TO A POINT FOR CORNER;
- 37) S 17°22'14"E 65.52 FT. TO A POINT FOR CORNER;
- 38) S 34°37'36"E 266.05 FT. TO A POINT FOR CORNER;
- 39) S 16°35'31"E 70.97 FT. TO A POINT FOR CORNER;
- 40) S 06°51'25"W 340.98 FT. TO A POINT FOR CORNER;
- 41) S 02°39'35"W 414.10 FT. TO A POINT FOR CORNER;
- 42) S 18°22'47"W 95.44 FT. TO A POINT FOR CORNER;
- 43) S 36°56'26"W 313.62 FT. TO A POINT FOR CORNER;
- 44) S 23°58'53"W 251.65 FT. TO A POINT FOR CORNER;
- 45) S 20°38'25"W 530.00 FT. TO A POINT FOR CORNER;
- 46) S 15°20'06"E 197.98 FT. TO A POINT FOR CORNER;
- 47) S 09°16'44"E 285.48 FT. TO A POINT FOR CORNER;
- 48) S 21°07'59"E 66.52 FT. TO A POINT FOR CORNER;
- 49) S 35°18'57"E 297.25 FT. TO THE END POINT AND TERMINUS OF THIS ACCESS EASEMENT LOCATED ON THE SOUTH LINE OF THE JOHN HANCOCK LIFE INSURANCE ANGELINA 300 ACRE TRACT AND THE NORTH LINE OF THE WHITE BIRCH, L.P. 666.92 ACRES, MORE OR LESS, REFERENCED IN VOLUME 818, PAGE 798 OF THE OFFICIAL PUBLIC RECORDS AND SAID END POINT BEING LOCATED N 86°43'07"E 1525.34 FT. FROM A 2-1/2" IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF THE JOHN HANCOCK TRACT AND THE NORTHWEST CORNER OF THE WHITE BIRCH, L.P. 666.92 ACRES, MORE OR LESS;

THE BEARINGS RECITED HEREIN ARE BASED ON AND/OR ROTATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83.

SURVEYED MAY 12, 2016

I, LYLE RAINEY, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4800, DO HEREBY CERTIFY THAT THE FIELDNOTE DESCRIPTION OF THE ABOVE DESCRIBED TRACT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY AND THAT SAME IS TRUE AND CORRECT.



LYLE RAINEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4800

