

KNOW ALL MEN BY THESE PRESENTS that, in consideration of Thirty-Four Thousand, Five Hundred Ninety and 80/100 Dollars (\$34,590.80) paid to the Tennessee Land Company, a corporation, by the W. A. Belcher Lumber Company, receipt of which is acknowledged, the said TENNESSEE LAND COMPANY does hereby grant, bargain, sell and convey unto the said W. A. BELCHER LUMBER COMPANY the following described real estate located partly in Bibb County, partly in Jefferson County, partly in Marion County, partly in Shelby County, partly in St. Clair County, and partly in Tuscaloosa County, Alabama:

PARAGRAPH A

- ✓ Township 12 South, Range 11 West: <sup>40</sup> Section 3: North-East quarter of South-East quarter;
- ✓ Township 20 South, Range 6 West: <sup>100</sup> Section 27: East half of North-East quarter, North half of North-West quarter, South-East quarter of North-West quarter, North-East quarter of South-West quarter, South-East quarter;
- ✓ <sup>160</sup> Section 31: North-West quarter of North-West quarter, South-West quarter of South-West quarter, East half of South-East quarter;
- ✓ <sup>80</sup> Section 34: East half of North-West quarter;
- ✓ Township 21 South, Range 6 West: <sup>4</sup> Section 4: North half of South-West quarter;
- ✓ Township 13 South, Range 3 East: <sup>120</sup> Section 32: North-East quarter of South-East quarter; that part of South-West quarter of South-East quarter and South-East quarter of South-West quarter described as follows: Begin at the northeast corner of said South-West quarter of South-East quarter, thence in a southerly direction along the east boundary of said quarter-quarter section 330.0 feet, thence turning an angle of 71 degrees and 17 minutes to the right in a southwesterly direction 1394.9 feet to intersection with the east boundary of said South-East quarter of South-West quarter, thence turning an angle of 66 degrees and 02 minutes to the right from said east boundary in a southwesterly direction 1444.6 feet to the southwest corner of said South-East quarter of South-West quarter, thence in a northerly direction along the west boundary of said quarter-quarter section to the northwest corner thereof, thence in an easterly direction along the north boundary of said South-East quarter of South-West quarter and the north boundary of said South-West quarter of South-East quarter to point of beginning;

PARAGRAPH B

- 71 ✓ Township 16 South, Range 4 West: <sup>30</sup> Section 34: West half of North-East quarter of North-West quarter, Southwest diagonal half of East half of North-East quarter of North-West quarter;

EXCEPTING, however, from the land described in this Paragraph B the minerals and mining rights which are not owned by the Tennessee Land Company;

PARAGRAPH C

- ✓ Township 21 South, Range 5 West: <sup>50</sup> Section 2: Undivided 3/8 Interest in West half of North-West quarter;



Paragraph C (Continued)

- X Township 21 South, Range 5 West: <sup>30</sup> Section 3: Undivided 3/8 Interest in East half of North-East quarter;  
✓ <sup>40</sup> Section 13: Undivided 1/2 Interest in West half of South-West quarter;

EXCEPTING, however, from the land described in this Paragraph C the minerals and mining rights which are not owned by the Tennessee Land Company;

Conveyance of the land described in this Paragraph C is made on the condition, which shall constitute a covenant running with said land, that the Tennessee Land Company, the Tennessee Coal, Iron and Railroad Company, and the Republic Steel Corporation, or any one of them, their successors or assigns, shall have the right to cause deposits of any kind in, and to consume, to divert, to pollute and to use in any way the waters of Shades Creek and its tributaries, including Furnace or Mill Creek, and to cause deposits of any kind on and to overflow the said land, and that no right of action shall ever accrue to or be asserted by the said W. A. Belcher Lumber Company, its successors or assigns, against the Tennessee Land Company, the Tennessee Coal, Iron and Railroad Company, and the Republic Steel Corporation, or any one of them, their successors or assigns, by reason of any damages heretofore or hereafter done the said land by deposits in or by the consumption, diversion, or pollution of or by the use in any way of the waters of said Shades Creek and its tributaries, including Furnace or Mill Creek. The purpose and intent of this condition is to grant the Tennessee Land Company, the Tennessee Coal, Iron and Railroad Company, and the Republic Steel Corporation, and to each of them, their successors, assigns, grantees, licensees and persons, firms and corporations operating partly or wholly under contract with the Tennessee Land Company, the Tennessee Coal, Iron and Railroad Company and the Republic Steel Corporation, or any one of them, not only the right to cause deposits in, to consume, to divert, to pollute and to use in any way the waters from said Shades Creek and its tributaries, including Furnace or Mill Creek, and to cause deposits on and to overflow the said land, but to further reserve unto the said Tennessee Land Company, the Tennessee Coal, Iron and Railroad Company, and the Republic Steel Corporation, and to each of them, their successors and assigns, the right to transfer and convey these same rights to any person, firm or corporation without in any way impairing the right of the Tennessee Land Company, the Tennessee Coal, Iron and Railroad Company, and the Republic Steel Corporation, or any one of them, to cause deposits in, to consume, to divert, to pollute and to use in any way the waters of said Shades Creek and its tributaries, including Furnace or Mill Creek, and to cause deposits on and to overflow the said land at any and all times, either in conjunction with each other or any other person, firm or corporation or independently of each other and of any other person, firm, or corporation;

PARAGRAPH D

- ✓ Township 19 South, Range 7 West: <sup>40</sup> Section 10: South-East quarter of South-East quarter, SUBJECT to the right reserved by State of Alabama in its deed to the Tennessee Land Company, dated September 12, 1925, to cut and remove the timber from said South-East quarter of South-East quarter during a period of twenty-five years from the date of said deed;  
✓ <sup>110</sup> Section 14: South-West quarter of South-West quarter;  
✓ <sup>50</sup> Section 16: North-East quarter of South-East quarter, North-West quarter of South-West quarter;  
✓ <sup>50</sup> Section 20: South-East quarter of North-East quarter, South-East quarter of section, East half of South-West quarter, South-East quarter of North-West quarter;  
✓ <sup>120</sup> Section 21: West half of South-West quarter;  
✓ <sup>120</sup> Section 22: South-West quarter of South-East quarter, South-West quarter of North-West quarter, North-West quarter of South-West quarter;  
✓ <sup>120</sup> Section 26: South half of North-East quarter, North-East quarter of South-East quarter;  
✓ <sup>120</sup> Section 27: North-West quarter of North-East quarter;  
✓ <sup>320</sup> Section 28: East half of North-East quarter, South-East quarter of North-West quarter, East half of South-East quarter, South-West quarter of South-East quarter, North-West

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Paragraph D (Continued)

Township 19 South, Range 7 West: ✓ Section 28 (Continued): quarter of South-West quarter, South-East quarter of South-West quarter;

✓ Section 28: South-West quarter of South-West quarter, SUBJECT to the right reserved by State of Alabama in its deed to the Tennessee Land Company, dated September 12, 1925, to cut and remove the timber from said South-West quarter of South-West quarter during a period of twenty-five years from the date of said deed;

✓ Section 33: North-West quarter of South-East quarter;

✓ Section 34: South-West quarter of North-East quarter, South-East quarter of section, West half of section;

✓ Section 35: South-West quarter of section;

✓ Section 36: North half of South-East quarter, South-West quarter of South-East quarter, South-East quarter of North-West quarter, West half of North-West quarter, South-West quarter of section;

Township 19 South, Range 8 West: ✓ Section 28: North-West quarter of South-East quarter, North-East quarter of South-West quarter, SUBJECT to the right reserved by W. H. Sullivan, et als, in their deed to the Tennessee Land Company, dated October 25, 1926, to cut and remove the timber from said North-West quarter of South-East quarter and North-East quarter of South-West quarter during a period of twenty-five years from the 12th day of September, 1925;

✓ Section 32: South half of South-West quarter;

Township 20 South, Range 7 West: ✓ Section 1: North half of North-West quarter;

✓ Section 2: North-East quarter of North-West quarter;

✓ Section 3: North-East quarter of North-East quarter, West half of North-East quarter, North-West quarter of South-East quarter, East half of North-West quarter, North half of South-West quarter, South-East quarter of South-West quarter;

✓ Section 12: North-West quarter of North-West quarter, West half of South-West quarter;

Township 20 South, Range 8 West: ✓ Section 6: East half of South-East quarter, that part of North half of section east of the Warrior River;

Township 16 South, Range 1 East: ✓ Section 22: South-East quarter of North-West quarter, West half of South-West quarter of North-East quarter, Northwest diagonal half of East half of South-West quarter of North-East quarter;

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RESERVING AND EXCEPTING, however, from this conveyance all of the coal, gas, iron ore, oil, limestone and other minerals in and under the land described in this Paragraph D, together with the right to mine and remove said coal, gas, iron ore, oil, limestone and other minerals without using the surface of said land; and also the right to transport through said land coal, gas, iron ore, oil, limestone and other minerals from adjoining or other land without using the surface of the land described in this Paragraph D;

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This conveyance is made upon the covenant and condition that the Tennessee Land Company, or its successors, assigns, licensees, lessees or contractors, shall have the right to mine and remove the coal and other minerals contained in the land described in this Paragraph D, or other lands in which the said Tennessee Land Company, its successors, assigns, licensees, lessees or contractors, may at any time conduct mining operations, without leaving supports necessary for sustaining the surface of the land described in this Para-



graph D or for preventing damage thereto; and that no right of action for damages on account of injuries to the said land or to any buildings, improvements, structures, pipe lines or other sources of water supply now or hereafter located upon said land, or to any owners or occupants or other persons in or upon said land, resulting from past or future mining operations of the Tennessee Land Company, or its successors, assigns, licensees, lessees or contractors, or resulting from the removal of coal and other minerals or coal seam or other roof supports by the Tennessee Land Company, or its successors, assigns, licensees, lessees or contractors, whether said mining operations be in said land or other lands, shall ever accrue to or be asserted by the said W. A. Belcher Lumber Company or by its successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the said land as against the said W. A. Belcher Lumber Company and all persons, firms or corporations holding under or through the said W. A. Belcher Lumber Company.

TO HAVE AND TO HOLD unto the said W. A. Belcher Lumber Company, its successors and assigns, forever; SUBJECT, however, to the following: (1) Release from damages, dated July 31, 1945, from the Tennessee Coal, Iron and Railroad Company and the Tennessee Land Company to the Republic Steel Corporation covering interest in land described in Paragraph C; (2) Rights for the maintenance and use of an electric power transmission line in the North-East quarter of North-East quarter of Section 28, Township 19 South, Range 7 West, granted by the Tennessee Land Company to the United States of America by agreement, and extensions thereof, dated the 25th day of March, 1943; (3) Right of way in the South-East quarter of North-West quarter of Section 34, Township 20 South, Range 6 West, owned by the Louisville and Nashville Railroad Company; (4) Rights for the maintenance and use of an electric power transmission line in the North-East quarter of South-West quarter of Section 4, Township 21 South, Range 6 West, owned by the Alabama Power Company; (5) Such other easements as may exist over, upon or across the land hereby conveyed for railroads, public roads, electric power transmission lines, telephone lines, telegraph lines, or pipe lines; (6) Taxes for the year beginning October 1, 1944, to be paid by the Tennessee Land Company, taxes for subsequent years to be paid by the said W. A. Belcher Lumber Company; (7) A lease to Mrs. W. R. Gilbert, a lease to J. V. Eurchfield, a lease to N. M. Stanley, a lease to Harvie Sandlin, a lease to Mrs. Malisa J. Boyd, a lease to E. W. Boyd, and a lease to W. M. Russell, all of which leases expire December 31, 1945, rents under which are to be retained by the Tennessee Land Company; (8) A lease to the United States of America, which lease expires June 30, 1946, rent heretofore paid to be retained by the Tennessee Land Company and which lease is hereby assigned to the said W. A. Belcher Lumber Company; (9) A lease to Tuscaloosa County Sportsmens Club, which lease expires July 31, 1948, rent heretofore paid to be retained by the Tennessee Land Company and which lease is hereby assigned to the said W. A. Belcher Lumber Company; and (10) A lease to the Central of Georgia Railway Company, rent heretofore paid to be retained by the Tennessee Land Company and which lease is hereby assigned to the said W. A. Belcher Lumber Company.

And the Tennessee Land Company does for itself and for its successors and assigns covenant with the said W. A. Belcher Lumber Company, its successors and assigns, that it is lawfully seized in fee simple of the lands conveyed hereby; that they are free from all encumbrances, except as herein mentioned; that it has a good right to sell and convey the same as aforesaid; and that it will and its successors and assigns shall warrant and defend the same to the said W. A. Belcher Lumber Company, its successors and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, the Tennessee Land Company has caused these presents to be executed in its name and behalf and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized this, the 20th day of September, 1945.

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ATTEST:



[Signature]  
Secretary.

TENNESSEE LAND COMPANY,

By

[Signature]

Vice President.

Approved

[Signature]

Division Counsel.



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STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, Bayless Morrison, a Notary Public in and for said County in said State, hereby certify that J. M. Glasgow and J. E. Noell, whose names as Vice President and Asst. Secretary, respectively, of the Tennessee Land Company, a corporation, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 20th day of September, 1945.

Bayless Morrison  
Notary Public.

