

Send Tax Notices to:  
Mead Land Services, Inc.  
Mead World Headquarters  
Courthouse Plaza, N.E.  
Dayton, Ohio 45463

STATE OF ALABAMA) SS:  
COUNTY OF SHELBY)

D E E D

KNOW ALL MEN BY THESE PRESENTS: That this Deed is made between THE MEAD CORPORATION ("Grantor"), an Ohio corporation, whose address is Mead World Headquarters, Courthouse Plaza, N.E., Dayton, Ohio 45463, and MEAD LAND SERVICES, INC. ("Grantee"), an Ohio corporation, whose address is Mead World Headquarters, Courthouse Plaza, N.E., Dayton, Ohio 45463.

WITNESSETH

That for ONE DOLLAR and other good and valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, Grantor does hereby remise, release and convey to Grantee all of Grantor's right, title and interest in the tracts of land situate in Shelby County, Alabama, which tracts are particularly described in Exhibit A attached hereto and made a part hereof; EXCEPTING THEREFROM, all of the minerals of whatever kind and character, including, without limitation, all coal, iron ore, oil, gas, methane gas in coal seams, limestone, and other minerals, metals and ores in and under all tracts of such land and all mining and extraction rights relating thereto (all of which minerals and rights are collectively hereinafter

Lead Corp.

called the "Minerals") which have heretofore been granted to or excepted or reserved by third parties. Grantor's right, title and interest in such tracts of land, excluding the Minerals which have heretofore been granted to or excepted or reserved by third parties is hereinafter called the "Property".

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever.

Grantor hereby covenants with Grantee, that, subject to the "Permitted Encumbrances" (as hereinafter defined), the Property is free and clear of (i) all liens and encumbrances created or suffered to come into existence since November 30, 1968 by Grantor, and (ii) the valid rights and claims of any persons or entities claiming under Grantor the basis of which have arisen since November 30, 1968.

This conveyance is made subject to and there are hereby excepted from the covenants of Grantor hereinabove set forth, the matters set forth in Exhibit B attached hereto and made a part hereof ("Permitted Encumbrances").

In addition to the Permitted Encumbrances, this conveyance is also made subject to the following covenants and agreements:

1. No right of action for damages shall ever accrue to or be asserted by Grantee or by other occupants of the surface of the Property, their successors or assigns, or by anyone else, on account of injuries to the Property or to any buildings, improvements, structures, pipelines, wells, water courses or other sources of water supply now or hereafter located thereon or to Grantee, its

successors and assigns or to other occupants or persons in or upon the Property resulting from past mining operations of Grantor or others, or resulting from blasting, dewatering, or the removal by any party at any time heretofore of coal, gas, methane gas, iron ore, oil, limestone or other minerals or coal, ore, or other mineral seams or other roof or surface supports, in or from the Property or adjoining, adjacent or other lands, the surface and surface rights in the Property being made expressly subject to all such injuries from past mining operations.

2. Grantee hereby acknowledges that the conveyance of the Property by this deed does not and is not intended to and shall not be construed to contain the covenants set forth in Section 35-4-271 of the Code of Alabama (1975), and that the only covenants of Grantor are as expressly set forth herein.

All of the covenants and agreements of Grantee herein contained are part of the consideration received for Grantor's conveyance of the Property to Grantee. All of the covenants and agreements contained in this deed shall be covenants and agreements running with the land and shall be binding upon Grantee and its successors in title to the Property, and shall inure to the benefit of Grantor and its successors and assigns. Grantee joins in the execution of this deed for the purpose of agreeing to perform and be bound by the terms of all of the covenants and agreements of Grantee contained herein.

Grantor acquired the Property pursuant to deed dated July 20, 1968, recorded in Real Volume 254, Page 298 in the office of the Judge of Probate of Shelby County, Alabama.

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This deed is being delivered pursuant to the laws of the State of Alabama and shall be construed in accordance with the laws of such state as heretofore interpreted by the Supreme Court of Alabama.

IN WITNESS WHEREOF, The Mead Corporation, an Ohio corporation, and Mead Land Services, Inc., an Ohio corporation, have caused these presents to be executed in their respective names and behalf and their respective corporate seals be affixed thereto by their respective officers thereunto duly authorized this 18th day of January, 1984.

Attest:

Theresa D. Wolfe

Its Assistant Secretary

THE MEAD CORPORATION,  
an Ohio corporation

By Robert B. Beyer

Its Vice President

Attest:

Donald L. Santog

Its Assistant Secretary

MEAD LAND SERVICES, INC.,  
an Ohio corporation

By John J. Jones

Its President

STATE OF OHIO )  
 ) SS:  
COUNTY OF MONTGOMERY)

I, Mary Elizabeth Milburn, a Notary Public in and for said County in said State, hereby certify that Bruce Paul Bedford, whose name as Vice President of The Mead Corporation, an Ohio 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 for and as the act of said corporation. Given under my hand and seal of office this 18th day of January, A.D. 1984.

Mary Elizabeth Milburn  
Notary Public

MARY ELIZABETH MILBURN, Notary Public  
In and for the State of Ohio  
My Commission Expires Apr. 8, 1988

STATE OF OHIO )  
 ) SS:  
COUNTY OF MONTGOMERY)

I, Mary Elizabeth Milburn, a Notary Public in and for said County in said State, hereby certify that John J. Does, whose name as President of Mead Land Services, Inc., an Ohio 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 for and as the act of said corporation. Given under my hand and seal of office this 18th day of January, A.D. 1984.

Mary Elizabeth Milburn  
Notary Public

MARY ELIZABETH MILBURN, Notary Public  
In and for the State of Ohio  
My Commission Expires Apr. 8, 1988

This Instrument Prepared By: Joan H. Roddy, Smith & Schnacke, A  
Legal Professional Association, 2000 Courthouse Plaza, N.E., P. O.  
Box 1817, Dayton, Ohio 45401

EXHIBIT A

Situate in Shelby County, Alabama and being more particularly described as follows:

A portion of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 30, the E  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 31, the W  $\frac{1}{2}$  of the NW $\frac{1}{4}$ , and the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 32 all in Township 21 South, Range 2 West described as follows:

Begin at the S.E. corner of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 30, Township 21 South, Range 2 West (said point being marked by a capped pipe) and run westerly along the south side of the said  $\frac{1}{2}$ - $\frac{1}{2}$  and along the south side of the Shelby County Airport for 302.14 feet, then turn an angle of 64 degrees 57 minutes 20 seconds to the right and run northwesterly along the west side of the Shelby County Airport for 1482.81 feet to a point on the North side of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 30, Township 21 South, Range 2 West, then turn an angle of 65 degrees 15 minutes 06 seconds to the left and run westerly along the north side of the said  $\frac{1}{2}$ - $\frac{1}{2}$  for 493.65 feet to the NW corner of the said  $\frac{1}{2}$ - $\frac{1}{2}$ , then turn an angle of 93 degrees 11 minutes 52 seconds to the left and run southerly along the west side of the said  $\frac{1}{2}$ - $\frac{1}{2}$  for 1343.33 feet to the SW corner of the said  $\frac{1}{2}$ - $\frac{1}{2}$ , then turn an angle of 1 degree 27 minutes 15 seconds to the right and run southerly along the West side of the E $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 31, Township 21 South, Range 2 West for 2692.95 feet to the SW corner of the said E $\frac{1}{2}$ , then turn an angle of 87 degrees 38 minutes 47 seconds to the left and run easterly along the south side of the said E $\frac{1}{2}$ , for 1342.29 feet to the SW corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 32, Township 21 South, Range 2 West, then turn an angle of 0 degrees 32 minutes 42 seconds to the left and run easterly along the south side of the said  $\frac{1}{2}$ - $\frac{1}{2}$  for 1342.94 feet to the SW corner of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 32 (said point being marked by a capped pipe), then turn an angle of 0 degrees 02 minutes 08 seconds to the right and run easterly along the south of the said  $\frac{1}{2}$ - $\frac{1}{2}$  for 635.56 feet to a point on the West right of way of Interstate Highway No. 65, then turn an angle of 115 degrees 51 minutes 10 seconds to the left and run northwesterly along the said right of way for 1505.82 feet to a concrete right of way monument on the south side of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 32, Township 21 South, Range 2 West, then turn an angle of 64 degrees 15 minutes 38 seconds to the left and run westerly along the south side of the said  $\frac{1}{2}$ - $\frac{1}{2}$  for 24.60 feet to the SW corner of the said  $\frac{1}{2}$ - $\frac{1}{2}$ , then turn an angle of 88 degrees 13 minutes 40 seconds to the right and run northerly along the west side of the said  $\frac{1}{2}$ - $\frac{1}{2}$  for 53.86 feet to a concrete right of way monument on the west right of way of Interstate Highway No. 65, then turn an angle of 24 degrees 14 minutes 12 seconds to the left and run northwesterly along the said right of way for 867.14 feet, then turn an angle of 4 degrees 00 minutes 51 seconds to the left and run northwesterly along the said right of way for 571.40 feet to a concrete right of way monument, then turn an angle of 10 degrees 14 minutes 24 seconds to the right and run northwesterly along the said right of way for 15.83 feet to a point on the north side of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 32, Township 21 South, Range 2 West, then turn an angle of 69 degrees 58 minutes 38 seconds to the left and run westerly along the north side of the said  $\frac{1}{2}$ - $\frac{1}{2}$  for 708.74 feet back to the point of beginning.

Begin at the S.E. corner of the NE 1/4 of the SE 1/4 of Section 19, T-21-S, R-2-W and run northerly along the East side of the said quarter-quarter for 1336.12 to the S.W. corner of the SW 1/4 of the NW 1/4 of Section 20, T-21-S, R-2-W. Then turn an angle of 91 deg 09 min 35 sec to the right and run Easterly along the south side of the said quarter-quarter for 1168.75 ft. to a point on the West right of way of the L. & N. Railroad. Then turn an angle of 117 deg 21 min 04 sec to the left and run northwesterly along the said R.O.W. for 1273.50 ft., then turn an angle of 63 deg 54 min 55 sec to the left and run westerly for 747.76 ft. to a point on the East right of way of Shelby County Road No 87., then turn an angle of 74 deg 38 min 19 sec to the right and run northwesterly along the said R.O.W. for 1093.56 ft., then turn an angle of 74 deg 42 min 46 sec to the left and run westerly for 382.68 ft., then turn an angle of 59 deg 31 min 38 sec to the right and run northwesterly for 578.99 ft. to a point on the south side of the E 1/2 of the SE 1/4 of Section 18, T-21-S, R-2-W, then turn an angle of 59 deg 31 min 38 sec to the left and run westerly along the south side of the said E 1/2 for 227.95 ft. to the S.W. corner of the said E 1/2, then turn an angle of 88 deg 04 min 17 sec to the right and run northerly along the west side of the said E 1/2 for 1458.55 ft., then turn an angle of 92 deg 22 min 51 sec to the right and run Easterly for 521.36 ft. to a point on the West right of way of the L. & N. Railroad., then turn an angle of 116 deg 27 min 55 sec to the left and run northwesterly along the said R.O.W. for 1123.96 ft., then turn an angle of 63 deg 06 min 38 sec to the left and run westerly for 209.60 ft., then turn an angle of 90 deg 00 min to the left and run southerly for 249.00 ft., then turn an angle of 90 deg 00 min to the right and run westerly for 440.00 ft., then turn an angle of 90 deg 00 min to the right and run northerly for 475.00 ft. to a point on the north side of the S 1/2 of Section 18, T-21-S, R-2-W, then turn an angle of 90 deg 02 min 05 sec to the left and run westerly along the north side of the said S 1/2 for 2461.59 ft. to a point on the East right of way of Interstate Highway No. 65. (said point being marked by a concrete monument), then turn an angle of 127 deg 38 min 20 sec to the left and run southeasterly along the said R.O.W. for 1496.46 ft. to a concrete monument, then turn an angle of 9 deg 28 min 24 sec to the left and run southeasterly along the said R.O.W. for 61.83 ft. to the beginning of a circular curve concave southwesterly and having radius of 7799.55, (said point being marked by a concrete right of way monument), then, turning an angle to the right, run southeasterly along the said R.O.W. through a central angle of 1 deg 13 min 19 sec for 166.34 ft. (angle to the 166.34 ft. chord of 18 deg 07 min 51 sec to the right) to a point on the North side of the SE 1/4 of the SW 1/4 of Section 18, T-21-S, R-2-W, then turn an angle from the last described chord of 53 deg 25 min 52 sec to the left and run easterly along the north side of the said quarter-quarter for 698.97 ft. to the N.E. corner of the said quarter-quarter, then turn an angle of 87 deg 43 min 06 sec to the right and run southerly along the East side of the said quarter-quarter for 1297.83 ft. to a point on the East right of way Interstate Highway No. 65 (said right of way being a circular curve concave southwesterly and having a radius of 7789.55), then turning an angle to the left run southeasterly along the said R.O.W. through a central angle of 4 deg 44 min 49 sec for 645.37 ft. to the end of said curve (angle to the 645.19 ft. chord of 28 deg 16 min 19 sec left), then turn an angle from the last described chord of 2 deg 22 min 25 sec to the right and run southeasterly along the said R.O.W. for 3276.65 ft. to a capped pipe, then turn an angle of 69 deg 56 min 11 sec to the left and run Easterly for 1212.34 ft. to a capped pipe on the West right of way of Shelby County No. 87, then turn an angle of 89 de 03 min 28 sec to the right and run southerly along the said R.O.W. for 381.16 ft. to a capped pipe, then turn an angle of 98 deg 36 min 22 sec to the left and run easterly for 116.31 ft. back to the point of beginning.

The above described parcel contains 293.24 acres and is subject to the easements, rights of ways, and restrictions of record.

EXHIBIT B

PERMITTED ENCUMBRANCES

(i) real estate ad valorem taxes and all installments of assessments for public improvements not yet due and payable, and taxes or special assessments which are not shown as existing liens by the public records;

(ii) all easements, rights of way, restrictions, reservations, covenants, conditions and agreements affecting the Property, whether or not of record;

(iii) all existing public and private roads and streets (whether dedicated or undedicated), and all railroad lines and rights-of-way affecting the Property;

(iv) encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the Property, and easements or claims of easements not shown by the public records;

(v) all existing electric power, telephone, gas, sanitary sewer, storm sewer, water and other utility lines, pipelines and service lines of any nature now located on, over or under the Property;

(vi) all building codes and zoning ordinances and other laws, ordinances, regulations, rules, orders or determinations of any federal, state, county, municipal or other governmental authority heretofore, now or hereafter enacted, made or issued by any such authority affecting the Property; and

(vii) the Minerals and all rights and agreements relating thereto which have heretofore been granted to or excepted or reserved by third parties.

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Dead tax - 50  
Rec. 12.00  
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