

This instrument prepared by  
or under the direction of:

1993-00248-GJK  
JA43\KB0503S1.93P

*William C. Basney*  
**William C. Basney**  
**Senior Counsel**

Attorney for Grantor  
Business Address:  
500 Water Street  
Jacksonville, Florida 32202

THIS QUITCLAIM DEED, made this 5<sup>th</sup> day of May, 1993,  
between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address  
is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor",  
and GULF STATES PAPER CORPORATION, a Delaware corporation, whose mailing address  
is P. O. Box 48999, Tuscaloosa, Alabama 35404-8999, hereinafter called "Grantee",  
and UNITED STATES TRUST COMPANY OF NEW YORK, Trustee as hereinafter provided,  
WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may  
be construed in the singular or plural as the context may require or  
admit, and for purposes of exceptions, reservations and/or  
covenants, shall include the heirs, legal representatives and  
assigns of individuals or the successors and assigns of  
corporations.)

THAT Grantor, for and in consideration of the sum of FORTY-FOUR THOUSAND  
EIGHT HUNDRED AND NO/100 DOLLARS (\$44,800.00), to it in hand paid by Grantee, the  
receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever  
QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest  
in and to those two (2) certain tracts or parcels of land situate, lying and  
being at Shelby, County of Shelby, State of Alabama, hereinafter designated "the  
Premises," more particularly described in Exhibit A, attached hereto and  
incorporated herein, and together containing 55.65 acres, more or less.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien,  
interest and claim whatsoever of Grantor therein, either in law or equity, and  
all improvements thereon and appurtenances thereto, unto the proper use, benefit  
and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns,  
forever.

As the adjacent landowner, Grantee is familiar with the current and past  
use(s) of the Premises and the physical and environmental condition thereof.  
Grantee accepts the Premises in "as is" condition as of the date of this  
conveyance. Grantee expressly assumes all obligations, liability and  
responsibility for physical and/or environmental condition of the Premises, prior  
to and including the date of conveyance, and agrees to defend, protect, indemnify,  
and hold Grantor harmless from any and all loss, damages, suits, penalties,  
costs, liability, and/or expenses (including, but not limited to reasonable  
investigative and/or legal expenses) arising out of any claim(s), present, past  
or future, for loss or damage to any property, including the Premises, injuries  
to or death of any person(s), contamination or otherwise effects upon the

07/19/1993-21036  
10:40 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
007 MJS 68.50

Inst # 1993-21036

environment (air, ground or water), or any violation of statutes, ordinances, orders, rules, or regulations of any governmental entity or agency, caused by or resulting from presence or existence of any hazardous material, hazardous substance, or hazardous waste in, on or under the Premises. Grantee acknowledges that the provisions of this paragraph and the condition of the Premises have been considered as part of the consideration for this conveyance.

AND THIS DEED FURTHER WITNESSETH that United States Trust Company of New York, Trustee under the former Louisville and Nashville Railroad Company's First and Refunding Mortgage dated August 1, 1921, as supplemented, has executed this deed for the sole purpose of releasing and does hereby release all estate, right, title, lien and interest of the Trustee under said Mortgage, in and to the property herein conveyed, or in and to the estate, right, title and interest herein quitclaimed, pursuant to the provisions of Section 1 of Article Ten of said Mortgage. This release is subject to any and all the same rights, reservations, exceptions, limitations and agreements herein specified on behalf of the Grantor, and is without covenant or warranty, express or implied, and without recourse against said Trustee in any event, and recitals of fact herein are to be taken only as recitals of Grantor and not of Trustee.

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC. and UNITED STATES TRUST COMPANY OF NEW YORK (as the aforesaid Trustee), pursuant to due corporate authority, have caused their names to be signed hereto by their officers hereunto duly authorized and their corporate seals, duly attested, to be hereunto affixed.

Signed, sealed and delivered  
in the presence of:

Sandra Kelly

Robert L. Heaton

CSX TRANSPORTATION, INC.:

By David L. D. Dahl  
Senior Vice President

Attest Joyce A. Nolan (SEAL)  
Assistant Secretary

Signed, sealed and delivered  
in the presence of:

B. Ewing  
M. Cieslewski

UNITED STATES TRUST COMPANY OF  
NEW YORK, as Corporate Trustee  
as aforesaid:

By [Signature]  
VICE PRESIDENT  
Attest Patricia Stumm  
ASSISTANT VICE PRESIDENT

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF DUVAL )

I, Robert L. Whealton, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County personally came Gerald L. Nichols to me known, and known to me to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did depose, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is Senior Vice President of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to such authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

5th IN WITNESS WHEREOF, I hereunto set my hand and official seal, this day of May, 1993.

My commission expires on:

ROBERT L. WHEALTON  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Dec. 7, 1993  
Commission No. AA 730510  
Bonded thru Patterson-Becht Agency

Robert L. Whealton (SEAL)  
Notary Public

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

Personally appeared before me, ROBERT E. PATTERSON III, a Notary Public of the State and County aforesaid, JAMES E. LOGAN and PATRICIA STERMER with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the ~~Assistant~~ Vice President and ~~Assistant Secretary~~, respectively, of the United States Trust Company of New York, a corporation, the within-named Trustee of the aforesaid mortgage, and that they as such ~~Assistant~~ Vice President and Assistant ~~Secretary~~, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation thereto by JAMES E. LOGAN, as its ~~Assistant~~ Vice President and attesting the same by PATRICIA STERMER, as its Assistant ~~Secretary~~, and affixing the corporate seal thereto.

6th IN WITNESS WHEREOF, I hereunto set my hand and official seal, this day of May, 1993.

My commission expires on:

ROBERT E. PATTERSON III  
NOTARY PUBLIC, State of New York  
No. 4784543  
Qualified in Suffolk County  
Commission Expires October 31, 1993

Robert E. Patterson III (SEAL)  
Notary Public



## EXHIBIT A

Description of property at: Shelby, Alabama  
To: Gulf States Paper Corporation  
CSXT Deed File No.: 1993-00248-GJK

### PARCEL ONE

A strip of land varying in width situate in Sections 15, 16, 17, 18 and 22, Township 22 South, Range 1 East, Shelby County, Alabama, lying on either side of the following described centerline:

**BEGINNING** at the point of intersection of the centerline of Grantor's former main line track at Valuation Station 599+00.4 with the west line of County Highway No. 47, said **BEGINNING POINT** also being the easterly line of lands conveyed by Grantor or its predecessor to the Heart of Dixie Railroad Club by deed dated December 14, 1981, such **BEGINNING POINT** being indicated on a fragment print of Grantor's Valuation Map V-54, sheet 6, marked Exhibit A-1, attached hereto; thence extending along the former centerline of track generally in an easterly direction a distance of 3.90 miles, more or less, to the **ENDING POINT** at the intersection of the centerline of the former track with the east line of the northwest quarter of the northeast quarter of Section 22, such **ENDING POINT** being indicated on a fragment print of Grantor's Valuation Map V-54, sheet 8, marked Exhibit A-2, attached hereto; Together with a strip of land 200 ft. in width by 2,000 ft., more or less, in length lying adjacent to and contiguous to the strip of land described above, situate between the east line of Eighth Street and the west line of Twelfth Street.

BEING in part the same property acquired by the Anniston and Atlantic Railroad Company, from Hosey Pearson, et ux, by deed dated June 9, 1890, recorded among the Public Land Records of Shelby County, Alabama, in Book 13, Page 456.

AND BEING in part the same property acquired by the Alabama Mineral Railroad by the following instruments recorded as aforesaid:

<u>Acquired From</u>	<u>Date of Instrument</u>	<u>Book</u>	<u>Page</u>
Shelby Mfg. & Improvement Co.	09/19/1890	14	139
Shelby Mfg. & Improvement Co.	12/27/1890	14	372
Hennrietta Parks	11/07/1890	14	367
John Plato, et ux	10/27/1890	14	368
Alabama Coal & Iron Co.	12/27/1890	14	355

### PARCEL TWO

A strip of land 100 ft. in width by 2,600 ft., more or less, in length, situate in the northeast quarter of the northeast quarter of Section 17 and in the southeast quarter of the southeast quarter of Section 8, said strip of land adjoining Parcel One described above, being the same lands conveyed to the Louisville & Nashville Railroad Company by Shelby Iron Works by instrument dated February 20, 1915, recorded in Shelby County in Com. Sale Book 3, page 384.

Containing a total area of 55.65 acres, more or less, as shown in detail on Grantor's Maps V-54, sheets 6 through 8, inclusive, incorporated herein by reference.

It is the intent of this deed to convey all of CSXT's right, title and interest in and to it's abandoned railroad right-of-way beginning at the easterly line of County Highway 47 as described in deed to Heart of Dixie Railroad Club dated December 14, 1981, recorded among the Land Records of Shelby County, Alabama, in Deed Book 337, page 734, located in the northeast quarter of the southwest quarter of Section 18 and thence running through Sections 18, 17, 16, 15, 8 and the west half of the northeast quarter of Section 22, all in Township 22 South, Range 1 East, Shelby County, Alabama, whether correctly described herein or not.

Effective June 16, 1890, the Anniston and Atlantic Railroad Company and the Anniston and Cincinnati Railroad Company consolidated into the Alabama Mineral Railroad Company. The Alabama Mineral Railroad Company merged into the Louisville and Nashville Company by deed dated September 29, 1903. On December 29, 1982 the Louisville and Nashville Railroad Company merged into Seaboard Coast Line Railroad Company, and the name of the surviving corporation changed to Seaboard System Railroad, Inc. On July 1, 1986, Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc.

610  
24" 24" C.I.P. 610 + 30

Sale Area NE<sup>4</sup> SW<sup>4</sup>

Q & Right-of-Way  
SOLD TO HEART  
OF DIXIE RAILROAD  
CLUB - 12/14/81

SALE AREA

~~HOUSE~~

~~section~~

601+109  
601+60

602+94  
603+26  
603+98  
604+30

Shelby Iron

$C_0$

DT 608+10--

BEGIN SALE = 599+00.4

AVE.

A V E R Y

$1^{\circ} 45' \text{ C.R. } \Delta = 15^{\circ} 35'$

Sec. 18

T. 22 S. R. 1 E.  
SHELBY COUNTY  
ALABAMA

V54(6)

$$1'' = 200$$

**EXHIBIT A-1**

SECTION 15  
SECTION 22

Hosea Pearson

20411702

48-20 "C/P. 011"

5 Div Rd.

~~No. 4~~

CONT. 31946 12-18-40 E.S. PEARSON F

NE<sup>4</sup> NE<sup>4</sup>

Sec. 22  
T. 22 S. R. 1 E.  
SHELBY COUNTY  
ALABAMA

V-54(8)  
1" = 200'

**EXHIBIT A-2**