

STATEMENT OF LIEN

20020826000405300 Pg 1/3 17.00
Shelby Cnty Judge of Probate, AL
08/26/2002 11:14:00 FILED/CERTIFIED

STATE OF ALABAMA
COUNTY OF SHELBY

Dodge City Excavating files this statement in writing, verified by the oath of
James M. Hollis, President, who has personal knowledge of the facts herein set forth:

That the said Dodge City Excavating claims lien upon the following property,
situated in Shelby County, Alabama, to wit:

See Exhibit A

Parcel # 215224001001

The lien is claimed, separately and severally, as to both the building and improvements
thereon, and the said land.

That said lien is claimed to secure an indebtedness of \$ 373,594.00 with interest
beginning on the 26 day of August, 2002 for materials, labor and or services
actually incorporated in said property.

The name of the owner or proprietor of said property is Shelby County
in State of Alabama

James M. Hollis
By:

Its President

Before me, the undersigned, a Notary Public in and for said county, State of Alabama,
personally appeared James M. Hollis, President of Dodge City Excavating
who, being duly sworn, deposes and says that he or she has personal knowledge of the facts set
forth in the foregoing Statement of Lien, and that the same are true and correct to the best of his
or her knowledge and belief.

Sworn to and subscribed before me on this the 26th day of August, 2002

Stephanie J. Roulier
Notary Public

Exhibit
A

VALUE: _____

SEND TAX NOTICE TO:

This instrument was prepared by:
WALLACE, ELLIS, FOWLER & HEAD
P. O. Box 587
Columbiana, AL 35051

WARRANTY DEED

**STATE OF ALABAMA
SHELBY COUNTY**

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Two Hundred Seventy-four Thousand Five Hundred Sixteen and no/100 Dollars (\$274,516.00) and other good and valuable consideration to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, I or we, **Gulf States Paper Corporation**, a corporation (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto **Shelby County, Alabama**, a political subdivision of the State of Alabama (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

A parcel of land situated in the Northwest one-quarter of the Southeast one-quarter, Northeast one-quarter of the Southeast one-quarter, Southwest one-quarter of the Southeast one-quarter and the Southeast one-quarter of the Southeast one-quarter of Section 22 Township 21 South, Range 1 West, and the Southwest one-quarter of the Northwest one-quarter of Section 23, Township 21 South, Range 1 West Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said Section 22 and run in a Southerly direction along the East line for a distance of 2511.26 feet to a point lying 100 foot North of the North line of the Northeast one-quarter of the Southeast one-quarter, also being the POINT OF BEGINNING; thence turn a deflection angle left 92 degrees 14 minutes 39 seconds and run in an Easterly direction 100 foot parallel to said North line for a distance of 97.75 feet to a point on the Western most right of way line of Joiner Town Road (80 foot right of way); thence turn a deflection angle right 66 degrees 29 minutes 22 seconds and run in a Southeasterly direction along said Western most right of way line for a distance of 109.05 feet to a point on the South boundary of the Southwest one-quarter of the Northwest one-quarter of said Section 23; thence turn a deflection angle right 113 degrees 30 minutes 38 seconds and run in a Westerly direction along said South boundary for a distance of 145.18 feet to the Northeast corner of the Northeast one-quarter of the Southeast one-quarter of said Section 22; thence turn a deflection angle left 87 degrees 45 minutes 21 seconds and run in a Southerly direction along the Eastern most line of said quarter-quarter line for a distance of 1305.67 feet; thence turn a deflection angle right 87 degrees 44 minutes 18 seconds and run in a Westerly direction along the South line of said quarter-quarter for a distance of 1405.12 feet; thence turn a deflection angle left 87 degrees 43 minutes 05 seconds and run in a Southerly direction for a distance of 55.66 feet; thence turn a deflection angle right 00 degrees 08 minutes 23 seconds and run in a Southerly direction for a distance of 663.40 feet; thence turn a deflection angle right 89 degrees 06 minutes 42 seconds and run in a Westerly direction for a distance of 247.79 feet; thence turn a deflection angle left 89 degrees 38 minutes 30 seconds and run in a Southerly direction for a distance of 151.36 feet to a point on the Eastern most right of way line of McDow Memorial Drive; thence turn a deflection angle right 89 degrees 09 minutes 35 seconds and run in a Westerly direction for a distance of 79.48 feet to a point on the Western most right of way line of said McDow Memorial Drive; thence turn a deflection angle right 90 degrees 43 minutes 54 seconds and run in Northerly direction for a distance of 2268.70 feet to a point 100 foot North of North line of said Section 22; thence turn a deflection angle right 88 degrees 23 minutes 34 seconds and run in an Easterly direction parallel to

Inst # 2000-42480

12/06/2000-42480
12:03 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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Exhibit A

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said North line for a distance of 1756.31 feet to the POINT OF BEGINNING said parcel contains 2, 717, 762 square feet or 62.39 acres more or less.

Grantor reserved all merchantable timber on the above-described property and shall have the right to cut and remove said timber for a period of ninety (90) days after the date hereof.

Grantor also retains all oil, gas, coal and other subterranean minerals and the right to mine and remove the same so long as the same may be mined or removed without damaging the surface or any buildings, structures or improvements located thereon. Grantor, in the course of mining or removing such minerals, shall leave adequate support for the overlying strata and buildings, improvements, roads and water courses located on the surface.

TO HAVE AND TO HOLD to the said Grantee, his, her or their heirs and assigns forever.

Said Grantor does for itself, its successors and assigns, covenant with the said Grantees, their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my hand(s) and seal(s), this 30th day of November, 2000.

GULF STATES PAPER CORPORATION

By Charles F. Hays (SEAL)
Its Executive Vice President

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles F. Hays, whose name as Executive Vice President of Gulf States Paper Corporation, a 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 such 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 official seal, this the 30th day of November, 2000.

Linda M. Montgomery
Notary Public

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SHELBY COUNTY JUDGE OF PROBATE
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