

## ENVIRONMENTAL COVENANT

**Bowater Alabama LLC** (hereinafter “Bowater” or “Grantor”) grants an Environmental Covenant (hereinafter “Covenant” or “Environmental Covenant”) this twenty second day of January, 2010, to the following Holders pursuant to The Alabama Uniform Environmental Covenants Act, Ala. Code §§ 35-19-1 to 35-19-14 (2007 Cum. Supp.) (hereinafter “the Act” or “Act”), and the regulations promulgated thereunder: the **Alabama Department of Environmental Management** (“ADEM”) and the **United States Environmental Protection Agency, Region 4** (“EPA”) (hereinafter collectively “Grantees” or “Holders”).

WHEREAS, Grantor, as the successor in interest to Bowater Alabama, Inc., which is the successor by merger with Alliance Forest Products U.S. Corp., which is the successor by merger with U.S. Alliance Coosa Pines Corporation, is the owner of certain real property located at 17589 Plant Road, Coosa Pines, Alabama in Talladega County and Shelby County, Alabama, (hereinafter “the Property”) which was conveyed to Grantor by the following deeds:

Deed dated March 27, 1997, by Kimberly-Clark Corporation to U.S. Alliance Coosa Pines Corporation recorded in Deed Book 683, Page 19; as corrected by that certain Corrective Deed dated as of March 27, 1997, by Kimberly-Clark Corporation to U.S. Alliance Coosa Pines Corporation recorded in Deed Book 699, Page 324; and as clarified by that certain Clarification Deed effective as of March 27, 1997, between Kimberly-Clark Worldwide, Inc. and Bowater Alabama, Inc. recorded in Deed Book 908, Page 159, all in the Office of the Probate Judge of Talladega County, Alabama; and

Deed dated March 27, 1997, by Kimberly-Clark Corporation to U.S. Alliance Coosa Pines Corporation recorded as instrument no. 1997-09551; as corrected by that certain Corrective Deed dated as of March 27, 1997, by Kimberly-Clark Corporation to U.S. Alliance Coosa Pines Corporation recorded as instrument no. 1998-08744; and as clarified by that certain Clarification Deed effective as of March 27, 1997, between Kimberly-Clark Worldwide, Inc. and Bowater Alabama, Inc. recorded as instrument no. 2008-111160, all in the Office of the Probate Judge of Shelby County, Alabama.

WHEREAS, the Property is more particularly described as the following: The real property described in Exhibit A, attached hereto and incorporated herein by reference.

WHEREAS, this Environmental Covenant applies only to the specific areas of the Property listed below (the “Restricted Areas”), because the Restricted areas are Solid Waste Management Units (“SWMU”), as such SWMUs are identified in the Post Closure Plan submitted by Bowater to ADEM, that were closed in place with residual constituent concentrations above residential Preliminary Screening Values (“PSVs”) specified in the *Alabama Risk-Based Corrective Action Guidance Manual* (“ARBCA”) (May 2006 and June 2007 revision).

- 14) - Wastewater Treatment Plant Area (SWMU Nos. 12c, 12d, 12f, 12g, 12h, 13, and 14)
- Sludge Basin No. 10 and Leachate Pond (SWMU Nos. 12n and 12o)

WHEREAS, this instrument is an Environmental Covenant developed and executed pursuant to The Alabama Uniform Environmental Covenants Act and the regulations promulgated thereunder;

WHEREAS, a release/disposal of hazardous constituents, including, but not limited to, the following constituents, occurred at the Restricted Areas of the Property;

- Wastewater Treatment Plant Area (SWMU Nos. 12c, 12d, 12f, 12g, 12h, 13, and 14) – arsenic, iron, and manganese in groundwater, cadmium and vanadium in soil
- Sludge Basin No. 10 and Leachate Pond (SWMU Nos. 12n and 12o) – iron and vanadium in soil

WHEREAS, the selected corrective action for the Property, which has now been implemented and approved by ADEM, provided in part, for the following actions:

#### General

Land Use Controls - Access to the wastewater treatment plant area on the west side of the Coosa River is controlled by a locked gate. The mill property also is patrolled by mill security personnel.

#### Wastewater Treatment Plant Area (SWMU Nos. 12c, 12d, 12f, 12g, 12h, 13, and 14)

There is no evidence of a release in the vicinity of SWMU Nos. 12c, 12d, 12f, 12g, 12h, 13, and 14. Isolated detections of constituents above the residential PSVs and two times the established background concentrations in soil and groundwater are due to naturally-occurring or anthropogenic conditions, rather than evidence of a release. A review of analytical data for wastes managed in the units supports the conclusion that a release has not occurred.

Land Use Controls limiting site access are currently in place. A 10-foot chain link fence runs along the property line to the north and west of the SWMUs. The Coosa River limits access from the south and east. Authorized personnel may access the property only through a locking gate.

#### Sludge Basin No. 10 and Leachate Pond (SWMU Nos. 12n and 12o)

There is no evidence of release at SWMU Nos. 12n and 12o. Surface soil samples collected from inside the SWMU boundaries represent 'worst case' conditions. The detected concentrations of iron and vanadium in only one of four soil sample were slightly above the established background concentrations (2x) for the site (less than 10 percent). In addition, vanadium is not a known constituent of paper mill waste. Therefore, it is reasonable to conclude the concentrations of iron and vanadium detected in the one soil sample are more indicative of the variation in concentrations under naturally-occurring or anthropogenic conditions rather than evidence of a release.

Land Use Controls limiting site access are currently in place. A 10-foot chain link fence runs along the property line to the north and west of the SWMUs. The Coosa River limits access from the south and east. Authorized personnel may access the property only through a locking gate.

WHEREAS, pursuant to the Alabama Hazardous Waste Management and Minimization Act of 1978 (HSWMMA), Ala. Code §§22-30-1 to 22-30-24 (2006 Rplc. Vol.), and regulations promulgated thereunder, Bowater Alabama Inc. submitted a Post Closure Plan to ADEM which provided for the risk-based corrective action of the Restricted Areas, including implementation of institutional controls to address the effects of the release/disposal and to protect the remedy in the Restricted Areas so that exposure to the hazardous waste, hazardous constituents, hazardous substances, pollutants, or contaminants is controlled by restricting the use of the Property and the activities on the Property;

WHEREAS, pursuant to the AHWMMMA and authorization received from EPA under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., ADEM approved the risk-based corrective action for the Restricted Areas;

WHEREAS, Bowater implemented the risk-based corrective action for the Restricted Areas as approved by ADEM;

WHEREAS, hazardous wastes, hazardous constituents, hazardous substances, pollutants, or contaminants remain in the Restricted Areas on the Property;

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by placing restrictions on the Restricted Areas at the Property, in accordance with risk-based corrective action approved by ADEM, to reduce the risk to human health to below the target risk levels for those hazardous wastes, hazardous constituents, hazardous substances, pollutants, or contaminants that remain in the Restricted Areas;

WHEREAS, due to closure in place of the Restricted Areas of the Property with residual constituent concentrations above residential PSVs, the constituents, media, and exposure pathway(s) for the Restricted Areas are as follows:

Wastewater Treatment Plant Area (SWMU Nos. 12c, 12d, 12f, 12g, 12h, 13, and 14)

Constituents and media: arsenic, iron, and manganese in groundwater, cadmium and vanadium in soil

Exposure pathway: ingestion of groundwater from a drinking water well located at the property boundary (point of exposure) or surface water from the Coosa River (point of exposure). Absorption through dermal contact with soil, ingestion of soil.

Sludge Basin No. 10 and Leachate Pond (SWMU Nos. 12n and 12o)

Constituents and media: iron and vanadium in soil

Exposure pathway: absorption through dermal contact with soil, ingestion of soil

WHEREAS, further information concerning the release/disposal and the activities to correct the effects of the release/disposal may be obtained by contacting Chief, Land Division, Alabama Department of Environmental Management, or his or her designated representative, at 1400 Coliseum Boulevard, Montgomery, Alabama, 36110; and

WHEREAS, the Administrative Record concerning the Property is located at:

Bowater Alabama LLC  
17589 Plant Road  
Coosa Pines, Alabama 35044

and

Shelby County Alabama County Probate Office  
112 N Main St  
Columbiana, AL 35051-5358

and

Alabama Department of Environmental Management  
1400 Coliseum Boulevard  
Montgomery, Alabama 36110

NOW, THEREFORE, Grantor hereby grants this Environmental Covenant to the Holders, and declares that the Property shall hereinafter be bound by, held, sold, used, improved, occupied, leased, hypothecated, encumbered, and/or conveyed subject to the following requirements set forth in paragraphs 1 through 3 below:

1. **DEFINITIONS**

Owner. "Owner" means Grantor, its successors and assigns in interest.

2. **USE RESTRICTIONS**

The following shall not take place on the areas of the Property specified below without obtaining prior written approval from ADEM:

Use of the Restricted Areas for any purpose other than industrial or commercial use  
Installation of wells in the Restricted Areas for drinking water or irrigation purposes  
Excavation of soils or sediments in the Restricted Areas

Removal or destruction of any part of the Land Use Controls specified herein for the  
Property and Restricted Areas  
Construction of buildings intended for human occupancy in the Restricted Areas

3. **GENERAL PROVISIONS**

- A. Restrictions to Run with the Land. This Environmental Covenant runs with the land pursuant to Ala. Code §35-19-5 (2008 Cum Supp.); is perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to Ala. Code §35-19-9 (Cum Supp. 2008); is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof; inures to the benefit of and passes with each and every portion of the Property; and binds the Owner and the Holders. All (i) interests of persons using the land, (ii) interests of all other persons, their heirs, successors and assigns having any right, title or interest in the Property, or any part thereof, who have subordinated those interests to this Environmental Covenant ("Subordinating Parties"), and (iii) all interests of persons, their heirs, successors and assigns who obtain any right, title or interest in the Property, or any part thereof after the recordation of this Environmental Covenant, are in each case, subordinate to this Environmental Covenant, provided, however, notwithstanding anything to the contrary in this Environmental Covenant, any subordination agreement or otherwise, nothing in this Environmental Covenant shall impose any affirmative obligations on a Subordinating Party that subordinates its prior interests to this Environmental Covenant, unless and until such Subordinating Party becomes an Owner within the meaning of this Environmental Covenant.
- B. Notices Required. In accordance with Ala. Code §35-19-4(b) (2008 Cum Supp.), the Owner shall send written notification, pursuant to Section J, below, following transfer of a specified interest in, or concerning proposed changes in use of, applications for building permits for, or proposals for any site work affecting the contamination on the Property addressed by this Environmental Covenant. The Owner shall send this notification within fifteen (15) days of each event listed in this Section.
- C. Registry/Recordation of Environmental Covenant; Amendment; or Termination. Pursuant to Ala. Code §35-19-12(b) (2008 Cum Supp.), this Environmental Covenant, and any amendment or termination thereof, may be contained in ADEM's registry for environmental covenants. After an environmental covenant, amendment, or termination is filed in the registry, a notice of the covenant, amendment, or termination may be recorded in the land records in lieu of recording the entire covenant in compliance with §35-19-12(b). Grantor shall be responsible for filing the Environmental Covenant within ten (10) days after obtaining the Bankruptcy Court Approval described in paragraph 3.T. hereof.
- D. Compliance Certification. In accordance with Ala. Code §35-19-4(b) (2008 Cum Supp.), the Owner shall submit an annual report to the Director of the EPA Region 4 Superfund Division, and to the Chief of the ADEM Land Division, on the anniversary

of the effective date of this Covenant. Said report shall detail the Owner's compliance, and any lack of compliance with the terms of the Covenant.

- E. Right of Access. The Owner hereby grants ADEM, ADEM's agents, contractors and employees; the Owner's agents, contractors and employees; and any Holders the right of reasonable access to the Property for implementation or enforcement of this Environmental Covenant.
- F. ADEM Reservations. Notwithstanding any other provision of this Environmental Covenant, ADEM retains all of its access authorities and rights, as well as all of its rights to require additional land/water use restrictions, including enforcement authorities related thereto.
- G. Representations and Warranties. Grantor hereby represents and warrants to the other signatories hereto:
- i) That, subject to any necessary prior approval by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
  - ii) That Grantor is the sole owner of fee simple title to the Property;
  - iii) That Grantor shall use its best efforts to promptly cause each of Law Debenture Trust Company of New York, as collateral agent for certain secured parties, and Wachovia Bank, National Association, as administrative agent for certain secured parties, to subordinate its interests in the Property to the Environmental Covenant, pursuant to Ala. Code §35-19-3(d) (2008 Cum. Supp.), in accordance with a subordination agreement in a form substantially similar to the form attached hereto as Exhibit B;
  - iv) That Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property, other than in the nature of an easement or right of way, and notified such parties of Grantor's intention to enter into this Environmental Covenant;
  - v) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under, any other agreement, document, or instrument to which Grantor is a party, by which Grantor may be bound or affected;
  - vi) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property;



- vii) That this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

H. Compliance Enforcement. In accordance with Ala. Code §35-19-11(b) (2007 Cum Supp.), the terms of the Environmental Covenant may be enforced by the parties to this Environmental Covenant; any person to whom this Covenant expressly grants power to enforce; any person whose interest in the real property or whose collateral or liability may be affected by the alleged violation of the Covenant; or a municipality or other unit of local government in which the real property subject to the Covenant is located, in accordance with applicable law. The parties hereto expressly agree that ADEM has the power to enforce this Environmental Covenant. Failure to timely enforce compliance with this Environmental Covenant or the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict ADEM, or Grantor, from exercising any authority under applicable law.

I. Modifications/Termination. Any modifications or terminations to this Environmental Covenant must be made in accordance with Ala. Code §§35-19-9 and 35-19-10 (2007 Cum Supp.).

J. Notices. Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

**ADEM**

Chief, Land Division  
Alabama Department of Environmental Management  
1400 Coliseum Boulevard  
Montgomery, AL 36110

**BOWATER ALABAMA LLC**

Alan Sanders  
Vice President and Resident Manager  
Bowater Alabama LLC  
17589 Plant Road  
Coosa Pines, Alabama 35044

**Other Applicable Party(ies)**

Vice President, Environment  
AbitibiBowater  
1155 Metcalfe Street, Suite 800  
Montreal, Quebec, H3B 5H2  
Canada

Wachovia Bank, National Association  
301 South College Street  
Charlotte, North Carolina 28288  
Attn: Reginald T. Dawson  
Managing Director

- K. No Property Interest Created in ADEM. This Environmental Covenant does not in any way create any interest by the Holders or any other party in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by the Holders or any other party in the Property in accordance with Ala. Code §35-19-3(b) (2008 Cum. Supp.).
- L. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
- M. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Alabama.
- N. Recordation. In accordance with Ala. Code §35-19-8(a) (2008 Cum. Supp.), Grantor shall record this Environmental Covenant and any amendment or termination of the Environmental Covenant in every county in which any portion of the real property subject to this Environmental Covenant is located.
- O. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded, in accordance with Ala. Code §35-19-8(a) (2008 Cum. Supp.).
- P. Distribution of Environmental Covenant. Within fifteen (15) days of recording this Environmental Covenant, Grantor shall distribute a recorded and date stamped copy of the recorded Environmental Covenant in accordance with Ala. Code §35-19-7(a) (2008 Cum Supp.). However, the validity of this Environmental Covenant will not be affected by the failure to provide a copy of the Covenant as provided herein.
- Q. ADEM References. All references to ADEM shall include successor agencies, departments, divisions, or other successor entities.

- R. Grantor References. All references to Grantor shall include successor agencies, departments, divisions, or other successor entities.
- S. Other Applicable Party(ies). All references to Other Applicable Party(ies) shall include successor agencies, departments, divisions, or other successor entities.
- T. Bankruptcy Court Approval. The effectiveness of this Environmental Covenant is subject to approval of the Bankruptcy Court. Grantor shall seek to obtain Bankruptcy Court approval of this Environmental Covenant ("Bankruptcy Court Approval") such that Bankruptcy Court Approval is obtained within forty-five (45) days following the parties' execution of this Environmental Covenant. Such Bankruptcy Court Approval may be obtained either through compliance with ordinary course settlement procedures previously adopted by the Bankruptcy Court or by otherwise obtaining an order from the Bankruptcy Court approving entry into this Environmental Covenant.


Property owner has caused this Environmental Covenant to be executed pursuant to the Act, on this twenty second day of January, 2010.


IN TESTIMONY WHEREOF, the parties have hereunto set their hands this the day and year first above written.

This instrument prepared by:  
Bowater Alabama LLC  
17589 Plant Road  
Coosa Pines, Alabama 35044

**BOWATER ALABAMA LLC, COOSA PINES, ALABAMA**

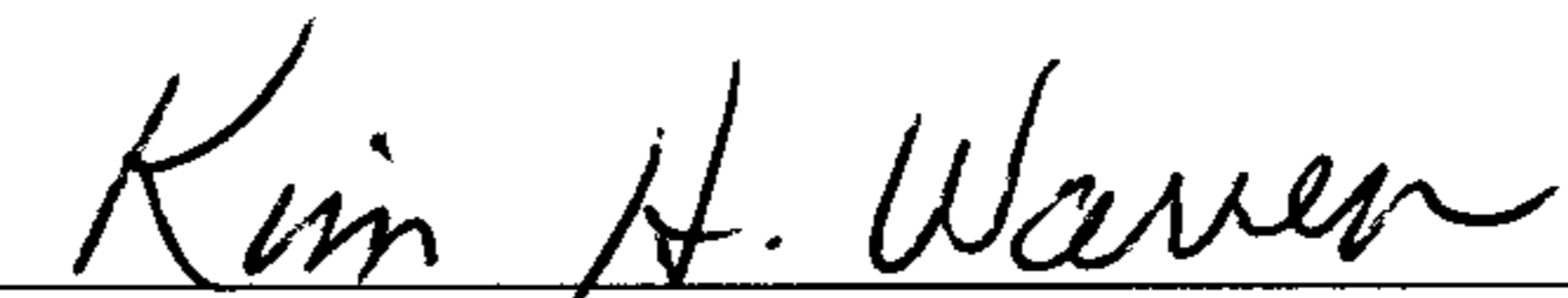
This Environmental Covenant is hereby approved by Bowater Alabama LLC this twenty second day of January, 2010.

By:   
Allen Sanders  
Vice President and Resident Manager  
Bowater Alabama LLC

  
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Shelby Cnty Judge of Probate, AL  
03/29/2010 12:39:20 PM FILED/CERT

STATE OF ALABAMA     )  
                                  )  
COUNTY OF TALLADEGA)

The foregoing Environmental Covenant was acknowledged before me by Allen Sanders, Vice President and Resident Manager for Bowater Alabama LLC this the twenty second day of January, 2010.

  
Notary Public


My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept 12, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

STATE OF ALABAMA                                     )  
  )  
COUNTY OF SHELBY                                     )

I, \_\_\_\_\_, Clerk of the Shelby County Court,  
do certify that the foregoing Environmental Covenant was lodged in my office for record, and  
that I have recorded it, and the certificate thereon, this \_\_\_\_\_ day of \_\_\_\_\_,  
2010.

\_\_\_\_\_  
County Clerk

**Exhibit A**

  
20100329000092570 11/18 \$63.00  
Shelby Cnty Judge of Probate, AL  
03/29/2010 12:39:20 PM FILED/CERT

**Tract No. 1:**

Commence at a corner in place accepted as the Southeast corner of Section 5, Township 20 South, Range 3 East, Talladega County, Alabama; thence proceed North 00° 01' 14" West along the East boundary of said section for a distance of 435.45 feet to the point of beginning. From this beginning point proceed South 88° 42' 31" West for a distance of 3904.74 feet to a concrete monument in place; thence proceed South 00° 17' 51" East for a distance of 689.51 feet to a point on the Easterly right-of-way line of Alabama Highway No. 235; thence proceed North 51° 10' 41" West along the Easterly right-of-way line of said highway for a distance of 429.77 feet to the P.C. of a concave curve right having a delta angle of 37° 40' 50" and a tangent of 462.40 feet; thence proceed Northwesterly along the Easterly right-of-way line of said highway and along the curvature of said curve for a distance of 891.23 feet to a corner in place; thence proceed North 85° 49' 28" East for a distance of 228.05 feet to a corner in place; thence proceed North 00° 00' 20" East for a distance of 325.60 feet; thence proceed South 85° 49' 28" West for a distance of 267.50 feet to a corner in place being located on the Easterly right-of-way line of said highway; thence proceed North 00° 18' 55" West along the Easterly right-of-way line of said highway for a distance of 511.61 feet to the P.C. of a concave curve left having a delta angle of 15° 05' 40" and a tangent of 305.63 feet; thence proceed Northwesterly along the Easterly right-of-way line of said highway and along the curvature of said curve for a distance of 607.73 feet to the P.T. of said curve; thence proceed North 15° 24' 35" West along the Easterly right-of-way line of said highway for a distance of 1268.95 feet to the P.C. of a concave curve right having a delta angle of 15° 32' 36" and a tangent of 315.31 feet; thence proceed Northerly along the Easterly right-of-way line of said highway and along the curvature of said curve, for a distance of 626.75 feet to the P.T. of said curve; thence proceed North 00° 08' 01" East along the Easterly right-of-way line of said highway for a distance of 1292.46 feet to the P.C. of a concave curve right having a delta angle of 29° 56' 41" and a tangent of 384.63 feet; thence proceed Northeasterly along the Easterly right-of-way line of said highway and along the curvature of said curve for a distance of 751.67 feet to the P.T. of said curve; thence proceed North 30° 04' 43" East along the Easterly right-of-way line of said highway for a distance of 188.34 feet to the P.C. of a concave curve left having a delta angle of 15° 05' 04" and a tangent of 209.41 feet; thence proceed Northeasterly along the Easterly right-of-way line of said highway and the curvature of said curve for a distance of 416.40 feet; thence proceed North 90° 00' East for a distance of 37.39 feet to a corner in place being AOW Coordinate Position N 18200 E 3145; thence proceed South 00° 00' West for a distance of 310.0 feet to a point being AOW Coordinate Position N 17890 E 3145; thence proceed North 90° 00' East for a distance of 248.0 feet to a point that is 12 feet North of and at right angles to the centerline of a railroad spur track; thence proceed North 64° 35' 03" East parallel to and 12 feet North of said railroad spur track for a distance of 135.91 feet; thence proceed North 67° 25' 24" East parallel to and 12 feet North of said railroad spur track for a distance of 66.23 feet; thence proceed North 76° 00' 26" East parallel to and 12 feet North of said railroad spur track for a distance of 73.18 feet; thence proceed North 85° 31' 37" East parallel to and 12 feet North of said railroad spur track for a distance of 90.35 feet; thence proceed North 85° 03' 20" East parallel to and 12 feet North of said railroad spur track for a distance of 79.70 feet; thence proceed North 74° 19' 35" East parallel to and 12 feet North of said railroad spur track for a distance of 101.92 feet; thence proceed North 62° 21' 50" East

parallel to and 12 feet North of said railroad spur tract for a distance of 89.57 feet; thence proceed North  $51^{\circ} 10' 37''$  East parallel to the 12 feet North of said railroad spur tract for a distance of 113.83 feet; thence proceed North  $39^{\circ} 46' 49''$  East parallel to the 12 feet North of said railroad spur tract for a distance of 49.10 feet to a corner in place being AOW Coordinate Position N 18183.55 E 4115.00; thence proceed north  $00^{\circ} 00'$  East for a distance of 316.45 feet to a 6 inch concrete monument in place being AOW Coordinate Position N 18500 E 4115.00; thence proceed North  $90^{\circ} 00'$  West for a distance of 958.84 feet to a corner in place being located on the Easterly right-of-way line of said Alabama Highway 235; thence proceed North  $02^{\circ} 41'$  East along the Easterly right-of-way line of said highway for a distance of 42.55 feet to a corner in place being a 6 inch concrete monument; thence proceed North  $90^{\circ} 00'$  East for a distance of 985.0 feet to a concrete monument in place; thence proceed South  $80^{\circ} 00' 01''$  East for a distance of 250.0 feet to a concrete monument in place; thence proceed South  $25^{\circ} 26' 11''$  East for a distance of 39.28 feet to a fence corner; thence proceed South  $49^{\circ} 09' 56''$  East for a distance of 121.0 feet to a concrete monument in place; thence proceed South  $64^{\circ} 49' 45''$  East for a distance of 151.65 feet to a concrete monument in place; thence proceed South  $90^{\circ} 00'$  minutes East for a distance of 110.0 feet to a concrete monument in place; thence proceed South  $00^{\circ}$  East for a distance of 120.0 feet to a concrete monument in place being AOW Coordinate Position N 18200 E 4745.00; thence proceed North  $89^{\circ} 58' 57''$  East for a distance of 10502.59 feet to a concrete monument in place; thence proceed South  $30^{\circ} 04' 34''$  East for a distance of 1590.13 feet to a concrete monument in place; thence proceed South  $45^{\circ} 25' 54''$  West for a distance of 1043.87 feet to a corner in place thence proceed South  $46^{\circ} 16' 34''$  West for a distance of 2344.42 feet to a corner in place; thence proceed South  $63^{\circ} 40' 26''$  West for a distance of 3429.06 feet to a concrete monument in place, said point being located on the East boundary of the Southeast one-fourth of the Southwest one-fourth of Section 4, Township 20 South, Range 3 East, Talladega County, Alabama; thence proceed South  $00^{\circ} 09' 51''$  East along the East boundary of said quarter-quarter section for a distance of 759.28 feet to a concrete monument in place; thence proceed South  $88^{\circ} 42' 31''$  West for a distance of 2633.53 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Southwest one-fourth, the Northeast one-fourth of the Southwest one-fourth, the Southwest one-fourth of the Southwest one-fourth, the Southeast one-fourth of the Southwest one-fourth, the Southwest one-fourth of the Southeast one-fourth and the Southeast one-fourth of the Southeast one-fourth of Section 32, Township 19 South Range, 3 East; the Southwest one-fourth of the Southwest one-fourth, the Southeast one-fourth of the Southwest one-fourth, the Southwest one-fourth of the Southeast one-fourth and the Southeast one-fourth of the Southeast one-fourth of Section 33, Township 19 South, Range 3 East; the Southwest one-fourth of the Southwest one-fourth, the Southeast one-fourth of the Southwest one-fourth and the Southwest one-fourth of the Southeast one-fourth of Section 34, Township 19 South, Range 3 East; the Northwest one-fourth of the Northwest one-fourth, the Northeast one-fourth of the Northwest one-fourth, the Northwest one-fourth of the Northeast one-fourth, the Northeast one-fourth of the Northeast one-fourth, the Southeast one-fourth of the Northeast one-fourth, the Southwest one-fourth of the Northeast one-fourth, the Southeast one-fourth of the Northwest one-fourth, the Southwest one-fourth of the Northwest one-fourth, Northwest one-fourth of the Southwest one-fourth, the Northeast one-fourth of the Southwest one-fourth, the Northwest one-fourth of the Southeast one-fourth, the Northeast one-fourth of the Southeast one-fourth, the Southeast one-fourth of the Southeast one-fourth, the

Southwest one-fourth of the Southeast one-fourth, the Southeast one-fourth of the Southwest one-fourth and the Southwest one-fourth of the Southwest one-fourth of Section 5, Township 20 South, Range 3 East; the Northwest one-fourth of the Northwest one-fourth and the Northeast one-fourth of the Northwest one-fourth Section 8, Township 20 South, Range 3 East; the Northwest one-fourth of the Northwest one-fourth, the Northeast one-fourth of the Northwest one-fourth, the Northwest one-fourth of the Northeast one-fourth, the Northeast one-fourth of the Northeast one-fourth, the Southeast one-fourth of the Northeast one-fourth, the Southwest one-fourth of the Northeast one-fourth, the Southeast one-fourth of the Northwest one-fourth, the Southwest one-fourth of the Northwest one-fourth, the Northwest one-fourth of the Southwest one-fourth, the Northeast one-fourth of the Southwest one-fourth, the Northwest one-fourth of the Southeast one-fourth, the Northeast one-fourth of the Southeast one-fourth, the Southwest one-fourth of the Southeast one-fourth, the Southeast one-fourth of the Southwest one-fourth and the Southwest one-fourth of the Southwest one-fourth of Section 4, Township 20 South, Range 3 East; the Northwest one-fourth of the Northwest one-fourth, the Northeast one-fourth of the Northwest one-fourth, the Northwest one-fourth of the Northeast one-fourth, the Southeast one-fourth of the Northwest one-fourth, the Southwest one-fourth of the Northwest one-fourth and the Northwest one-fourth of the Southwest one-fourth of Section 3, Township 20 South, Range 3 East, Talladega County, Alabama.

**Tract No. 2:**

Commence at a corner in place accepted as the Southeast corner of Section 5, Township 20 South, Range 3 East, Talladega County, Alabama: thence proceed North  $00^{\circ} 01' 14''$  West along the East boundary of said Section for a distance of 435.45 feet; thence proceed South  $88^{\circ} 42' 31''$  West for a distance of 3904.74 feet to a concrete monument in place: thence proceed South  $00^{\circ} 17' 51''$  East for a distance of 689.51 feet to a point on the Easterly right-of-way line of Alabama Highway 235; thence proceed South  $15^{\circ} 11' 48''$  East for a distance of 204.25 feet to a point on the Westerly right-of-way line of said highway, said point being the point of beginning. From this beginning point proceed South  $43^{\circ} 46' 14''$  East along the Westerly right-of-way line of said highway for a distance of 249.77 feet to STA 114+ 93.83; thence proceed South  $16^{\circ} 47' 50''$  East along the Westerly right-of-way line of said highway for a distance of 102.0 feet to the STA 114+ 00, said point being the P.C. of a concave curve having a delta angle of  $16^{\circ} 23' 16''$  and a tangent of 182.36 feet; thence proceed Southerly along the Westerly right-of-way line of said highway and along the curvature of said curve for a distance of 362.23 feet to PCC STA 110+ 13.30, said point being the P.C. of a concave curve right having a delta angle of  $38^{\circ} 19' 14''$  and a tangent of 477.08 feet; thence proceed Southerly along the Westerly right-of-way line of said highway and along the curvature of said curve for a distance of 918.32 feet to the P.T. of said curve being STA 100+ 25.49; thence proceed South  $14^{\circ} 50' 27''$  West along the Westerly right-of-way line of said highway for a distance of 256.80 feet to its point of intersection with the Northerly bank of Talladega Creek; thence proceed North  $82^{\circ} 02' 05''$  West along the Northerly bank of said creek for a distance of 943.25 feet; thence proceed North  $89^{\circ} 22' 49''$  West along the Northerly bank of said creek for a distance of 393.55 feet; thence proceed South  $67^{\circ} 21' 42''$  West along the Northerly bank of said creek for a distance of 145.25 Feet to its point of intersection with the Easterly bank of the Coosa River; thence proceed North  $11^{\circ} 09' 16''$  West along the Easterly bank of said river for a distance of 218.25 feet; thence proceed North  $18^{\circ} 43' 47''$  West along the Easterly bank of said river for a distance of 545.19 feet; thence proceed

North 23° 17' 47" West along the Easterly bank of said river for a distance of 809.60 feet; thence proceed North 33° 28' 31" West along the Easterly bank of said river for a distance of 923.89 feet; thence proceed North 38° 40' 43" West along the Easterly bank of said river for a distance of 1096.84 feet; thence proceed North 28° 58' 02" West along the Easterly bank of said river for a distance of 484.20 feet; thence proceed North 17° 34' 17" West along the Easterly bank of said river for a distance of 373.45 feet; thence proceed North 00° 38' 39" West along the Easterly bank of said river for a distance of 401.12 feet; thence proceed North 09° 34' 23" East along the Easterly bank of said river for a distance of 406.75 feet; thence proceed North 14° 32' 05" East along the Easterly bank of said river for a distance of 1024.24 feet; thence proceed North 22° 45' 53" East along the Easterly bank of said river for a distance of 606.03 feet; thence proceed North 30° 13' 12" East along the Easterly bank of said river for a distance of 349.43 feet; thence proceed North 18° 26' 48" East along the Easterly bank of said river for a distance of 641.35 feet; thence proceed North 02° 51' 52" East along the Easterly bank of said river for a distance of 360.98 feet; thence proceed North 09° 33' 20" West along the Easterly bank of said river for a distance of 498.13 feet; thence proceed South 89° 19' 26" West along the bank of the river and along the edge of the River Pump House for a distance of 57.62 feet; thence proceed North 00° 07' 03" East along the edge of the River Pump House for a distance of 37.57 feet; thence proceed North 88° 50' 36" West along the edge of the River Pump House for a distance of 29.08 feet; thence proceed North 00° 18' 41" West along the edge of the River Pump House for a distance of 31.47 feet; thence proceed North 89° 54' 13" East along the edge of the River Pump House for a distance of 27.94 feet; thence proceed North 00° 06' 59" East along the edge of the River Pump House for a distance of 38.37 feet; thence proceed North 19° 33' 01" East along the Easterly bank of said river for a distance of 112.60 feet, said point being AOW Coordinate Position N 17712.05 E 1751.20; thence proceed North 89° 56' 00" East for a distance of 399.97 feet, said point being AOW Coordinate Position N17712.52 E 2151.17; thence proceed South 03° 24' 29" East for a distance of 601.42 feet said point AOW Coordinate Position N 17112.16 E 2186.92; thence proceed North 85° 13' 30" East for a distance of 363.83 feet to a point being AOW Coordinate Position N 17142.45 E 2549.49, said point being located on the Westerly right-of-way line of Alabama Highway No. 235, said point being located on the curvature of a concave right having a delta angle of 29° 56' 41" and a tangent of 416.72 feet; thence proceed Southerly along the Westerly right-of-way line of said highway and along the curvature of said curve for a distance of 206.37 feet to the P.T. of said curve; thence proceed South 00° 08' 01" West along the Westerly right-of-way line of said highway for a distance of 1292.46 feet to the P.C. of a concave curve left having a delta angle of 15° 32' 36" and a tangent of 331.69 feet; thence proceed Southerly along the Westerly right-of-way line of said highway and along the curvature of said curve for a distance of 659.30 feet to the P.T. of said curve; thence proceed South 15° 24' 35" East along the Westerly right-of-way line of said highway for a distance of 1268.95 feet to the P.C. of a concave curve right having a delta angle of 15° 05' 40" and a tangent of 289.73 feet; thence proceed Southerly along the Westerly right-of-way line of said highway and along the curvature of said curve for a distance of 576.11 feet to the P.T. of said curve; thence proceed South 00° 18' 55" East along the Westerly right-of-way line of said highway for a distance of 525.64 feet to the P.C. of a concave curve left having a delta angle of 50° 51' 46" and a tangent of 701.45 feet; thence proceed Southerly along the Westerly right-of-way line of said highway and along the curvature of said curve for a distance of 1309.54 feet to the P.T. of said curve; thence proceed South 51° 10' 41" East along the Westerly right-of-way line of said highway for a distance of 595.05 feet to the point of beginning.



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The above described land is located in the Southeast one-fourth of the Southeast one-fourth of Section 31, Township 19 South, Range 3 East, Talladega County, Alabama: the Northeast one-fourth of the Northeast one-fourth, the Southeast one-fourth of the Northeast one-fourth, the Northeast one-fourth of the Southeast one-fourth, the Southeast one-fourth of the Southeast one-fourth, the Southwest one-fourth of the Southeast one-fourth, the Northwest one-fourth of the Southeast one-fourth and the Southwest one-fourth of the Northeast one-fourth of Section 6, Township 20 South, Range 3 East; the Southwest one-fourth of the Southwest one-fourth, the Northwest one-fourth of the Southwest and the Southwest one-fourth of the Northwest one-fourth of Section 5, Township 20 South, Range 3 East; the Northwest one-fourth of the Northwest one-fourth, the Northeast one-fourth of the Northwest one-fourth, the Southeast one-fourth of the Northwest one-fourth and the Southwest one-fourth of the Northwest one-fourth of Section 8, Township 20 South, Range 3 East: the Northeast one-fourth of the Northeast one-fourth of Section 7, Township 20 South, Range 3 East.

**Tract No. 3:**

Commence at a corner in place accepted as the Southeast corner of Section 5, Township 20 South, Range 3 East, Talladega County, Alabama: thence proceed North  $00^{\circ} 01' 14''$  West along the East boundary of said Section for a distance of 435.45 feet: thence proceed South  $88^{\circ} 42' 31''$  West for a distance of 3904.74 feet to a concrete monument in place: thence proceed South  $00^{\circ} 17' 51''$  East for a distance of 689.51 feet to a point on the Easterly right-of-way line of Alabama Highway 235; thence proceed South  $15^{\circ} 11' 48''$  East for a distance of 204.25 feet to a point on the Westerly right-of-way line of said highway; thence proceed South  $43^{\circ} 46' 14''$  East along the Westerly right-of-way line of said highway for a distance of 249.77 feet to STA 114+ 93.83: thence proceed South  $16^{\circ} 47' 50''$  East along the Westerly right-of-way line of said highway for a distance of 102.0 feet to STA 114+ 00, said point being the P.C. of a concave curve right having a delta angle of  $16^{\circ} 23' 16''$  and a tangent of 182.36 feet: thence proceed Southerly along the Westerly right-of-way line of said highway and along the curvature of said curve for a distance of 362.23 feet to the P.C. of said curve, being PCC STA 110+ 13.30, said point being the P.C. of a concave curve right having a delta angle of  $38^{\circ} 19' 14''$  and a tangent of 477.08 feet: thence proceed Southerly along the Westerly right-of-way line of said highway and along the curvature of said curve for a distance of 918.32 feet to the P.T. of said curve being STA 100+ 25.49: thence proceed South  $04^{\circ} 50' 27''$  West along the Westerly right-of-way line of said highway for a distance of 256.80 feet to its point of intersection with the Northerly bank of Talladega Creek: thence proceed South  $14^{\circ} 50' 27''$  West along the Westerly right-of-way line of said highway for a distance of 131.18 feet to its point of intersection with the Southerly bank of said Talladega Creek, said point being the point of beginning. From this beginning point thence continue South  $14^{\circ} 50' 27''$  West along the Westerly right-of-way line of said highway for a distance of 303.65 feet to the P.C. of a concave curve left having a delta angle of  $37^{\circ} 53' 55''$  and a tangent of 589.25 feet: thence proceed Southerly along the Westerly right-of-way line of said highway and along the curvature of said curve for a distance of 1135.21 feet to its point of intersection with the Southern boundary of a Alabama Power Company Transmission Line right-of-way: thence proceed South  $66^{\circ} 52' 54''$  West along the South boundary of said Alabama Power Company right-of-way for a distance of 356.83 feet to a point on the normal pool elevation of Lay Lake: thence proceed North  $21^{\circ} 38' 43''$  East along the normal pool elevation of



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said lake for a distance of 140.84 feet to a point on the North boundary of said Alabama Power Company right-of-way: thence proceed North 04° 03' 08" West along the normal pool elevation of said lake for a distance of 514.78 feet: thence proceed North 67° 50' 50" West along the normal pool elevation of said lake for a distance of 62.84 feet: thence proceed South 02° 18' 13" West along the normal pool elevation of said lake for a distance of 429.05 feet: thence proceed South 26° 04' 08" West along the normal pool elevation of said lake for a distance of 219.84 feet to its point of intersection with the Northerly boundary of said Alabama Power Company right-of-way: thence proceed South 66° 52' 54" West along the Northerly boundary of said Alabama Power Company right-of-way and along the normal pool elevation of said Lay Lake for a distance of 333.54 feet to its point of intersection with the Easterly bank of the Coosa River; thence proceed North 24° 59' 29" West along the Easterly boundary of said Coosa River for a distance of 545.38 feet; thence proceed North 23° 23' 33" West along the Easterly boundary of said Coosa River for a distance of 450.66 feet: thence proceed North 15° 04' 42" West along the Easterly bank of said Coosa River for a distance of 522.07 feet: thence proceed North 06° 38' 59" West along the Easterly bank of said Coosa River for a distance of 223.39 feet to its point of intersection with the Southerly bank of the aforementioned Talladega Creek: thence proceed North 46° 21' 05" East along the Southerly bank of said creek for a distance of 131.09 feet: thence proceed North 83° 08' 27" East along the Southerly bank of said creek for a distance of 234.50 feet: thence proceed South 81° 37' 09" East along the Southerly bank of said creek for a distance of 576.06 feet: thence proceed South 85° 47' 43" East along the Southerly bank of said creek for a distance of 464.03 feet to the point of beginning.

The above described land is located in the Southwest one-fourth of the Northwest one-fourth, the Southeast one-fourth of the Northwest one-fourth, the Northwest one-fourth of the Southwest one-fourth and the Northeast one-fourth of the Southwest one-fourth of Section 8, Township 20 South, Range 3 East, Talladega County, Alabama.

#### **Tract No. 4:**

Commence at a corner in place accepted as the Northeast corner of the Northwest one-fourth of the Southwest one-fourth of Section 31, Township 19 South, Range 3 East, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed North 1° 20' 25" West along the West boundary of the Southeast one-fourth of the Northwest one-fourth for a distance of 763.60 feet to a point on the South bank of Locust Creek; thence proceed South 59° 26' 01" East along the South bank of said creek for a distance of 213.67 feet; thence proceed North 44° 53' 50" East along the South bank of said creek for a distance of 217.05 feet; thence proceed South 88° 58' 40" East along the South bank of said creek for a distance of 406.02 feet; thence proceed North 64° 05' 43" East along the South bank of said creek for a distance of 396.78 feet; thence proceed South 88° 49' 31" East along the South bank of said creek for a distance of 100.36 feet; thence proceed South 14° 36' 12" East along the South bank of said creek for a distance of 172.64 feet; thence proceed South 60° 46' 14" East along the South bank of said creek for a distance of 225.00 feet; thence proceed South 73° 40' 27" East along the South bank of said creek for a distance of 121.57 feet; thence proceed South 19° 07' 15" East along the West bank of said creek for a distance of 143.44 feet; thence proceed South 33° 11' 50" East along the West bank of said creek for a distance of 287.78 feet to a point on the Westerly bank of the Coosa River; thence proceed Southerly along the Westerly bank of said Coosa River for the

following bearings and distances: South 31° 30' 30" East, 363.96 feet; South 35° 32' 33" East, 475.09 feet; South 24° 58' 25" East, 465.35 feet; South 29° 56' 42" East, 337.54 feet; South 16° 38' 07" East, 698.94 feet; South 07° 58' 51" East, 405.89 feet; South 00° 09' 48" East, 539.08 feet; South 11° 18' 37" West, 559.69 feet; South 23° 32' 15" West, 813.59 feet; South 22° 31' 30" West, 802.31 feet; South 11° 54' 33" West, 630.32 feet; South 04° 36' 19" West, 482.98 feet; South 09° 09' 29" East, 397.34 feet; South 20° 45' 10" East, 571.47 feet; South 35° 57' 15" East, 1018.32 feet; South 40° 48' 00" East, 478.69 feet; South 31° 24' 11" East, 515.30 feet; South 25° 06' 51" East, 580.45 feet; South 20° 59' 52" East, 865.17 feet; South 14° 27' 12" East, 565.60 feet; South 14° 17' 16" East, 641.26 feet; South 26° 47' 13" East, 1135.20 feet; South 18° 53' 31" East, 675.37 feet; South 01° 43' 47" East, 280.10 feet; South 17° 15' 35" East, 387.64 feet; South 05° 41' 45" East, 249.70 feet; South 01° 10' 19" West, 346.22 feet; South 07° 28' 35" West, 340.37 feet; South 16° 49' 10" West, 277.42 feet; South 38° 17' 03" West, 368.02 feet; South 49° 21' 38" West, 363.42 feet; South 50° 05' 28" West, 332.96 feet; South 56° 41' 29" West, 385.46 feet; South 61° 36' 41" West, 389.60 feet to its point of intersection with the Easterly right-of-way line of the Central of Georgia Railroad right-of-way; thence proceed North 22° 01' 31" West along the Easterly right-of-way line of said railroad right-of-way line for a distance of 12,010.95 feet to the P. C. of a concave curve left having a delta angle of 7° 07' 45" and a tangent of 403.11 feet; thence proceed Northwesterly along the curvature of said curve and along the Easterly right-of-way line of said railroad right-of-way line for a distance of 805.19 feet to the P. T. of said curve; thence proceed North 29° 09' 16" West along the Easterly right-of-way line of said railroad right-of-way for a distance of 2487.62 feet to a point on the Southeasterly right-of-way line of a Shelby County Paved Road; thence proceed North 35° 56' 58" East along the Southeasterly right-of-way line of said road for a distance of 270.62 feet to a corner in place; thence proceed North 89° 02' 57" East for a distance of 248.35 feet to a corner in place; thence proceed North 84° 39' 48" East for a distance of 782.76 feet to a corner in place, said point being North 00° 20' 18" West of and 180.02 feet from the Southwest corner of the Northwest one-fourth of the Southwest one-fourth of said Section 31, Township 19 South, Range 3 East, Shelby County, Alabama; thence proceed North 00° 20' 18" West along the West boundary of said Northwest one-fourth of the Southwest one-fourth of said Section for a distance of 1104.14 feet to a corner in place being located on the Southerly boundary of a dirt road; thence proceed South 85° 31' 31" East along the Southerly boundary of said dirt road for a distance of 187.77 feet; thence proceed North 87° 58' 52" East along the Southerly boundary of said dirt road for a distance of 91.63 feet; thence proceed North 68° 26' 52" East along the Southerly boundary of said dirt road for a distance of 88.72 feet; thence proceed North 60° 04' 49" East along the Southerly boundary of said dirt road for a distance of 148.44 feet to its point of intersection with the North boundary of said quarter-quarter Section; thence proceed North 87° 39' 05" East along the North boundary of said Northwest one-fourth of the Southwest one-fourth of said Section for a distance of 848.86 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Northwest one-fourth, the Southwest one-fourth of the Northeast one-fourth, the Northwest one-fourth of the Southwest one-fourth, the Northeast one-fourth of the Southwest one-fourth, the Northwest one-fourth of the Southeast one-fourth, the Southwest one-fourth of the Southwest one-fourth, the Southeast one-fourth of the Southwest one-fourth, the Southwest one-fourth of the Southeast one-fourth and the Southeast one-fourth of the Southeast one-fourth of Section 31, Township 19 South, Range 3 East; the Northeast one-fourth of the Southeast one-fourth and the Southeast one-fourth of the Southeast one-fourth of Section 36, Township 19 South, Range 2 East, Shelby County,



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Alabama; the Northeast one-fourth of the Northeast one-fourth of Section 1, Township 20 South, Range 2 East, Shelby County, Alabama; the Northwest one-fourth of the Northwest one-fourth, the Northeast one-fourth of the Northwest one-fourth, the Northwest one-fourth of the Northeast one-fourth, the Northeast one-fourth of the Northeast one-fourth, the Southwest one-fourth of the Northwest one-fourth, the Southeast one-fourth of the Northwest one-fourth, Southwest one-fourth of the Northeast one-fourth and the Northwest one-fourth of the Southwest one-fourth, the Northeast one-fourth of the Southwest one-fourth, the Northwest one-fourth of the Southeast one-fourth, the Southwest one-fourth of the Southwest one-fourth, the Southeast one-fourth of the Southwest one-fourth, the Southwest one-fourth of the Southeast one-fourth and the Southeast one-fourth of the Southeast one-fourth of Section 6, Township 20 South, Range 3 East, Shelby County, Alabama, the Northeast one-fourth of the Northwest one-fourth, the Northwest one-fourth of the Northeast one-fourth, the Northeast one-fourth of the Northeast one-fourth, the Southeast one-fourth of the Northeast one-fourth, the Southwest one-fourth of the Northeast one-fourth, Southeast one-fourth of the Northwest one-fourth, the Northeast one-fourth of the Southeast one-fourth, the Northwest one-fourth of the Southeast one-fourth, the Southwest one-fourth of the Southeast one-fourth and the Southeast one-fourth of the Southeast one-fourth of Section 7, Township 20 South, Range 3 East; the Southwest one-fourth of the Northwest one-fourth, the Northwest one-fourth of the Southwest one-fourth and the Southwest one-fourth of the Southwest one-fourth of Section 8, Township 20 South, Range 3 East; the Northwest one-fourth of the Northwest one-fourth and the Southwest one-fourth of the Northwest one-fourth of Section 17, Township 20 South, Range 3 East; the Northeast one-fourth of the Northeast one-fourth, the Southeast one-fourth of the Northeast one-fourth and the Northwest one-fourth of the Northeast one-fourth of Section 18, Township 20 South, Range 3 East, Shelby County, Alabama.