

Recording Fee

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Bk: LR201462 Pg:23167
Jefferson County, Alabama
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Judge of Probate- Alan L. King

This Instrument Was Prepared by:
David J. Burge, Esq.
Smith, Gambrell & Russell, LLP
1230 Peachtree Street, N.E.
Suite 3100, Promenade
Atlanta, Georgia 30309-3592

After recording, return to above.

2014 45393
Recorded in the Above
MORTGAGE Book & Page
09-02-2014 03:26:52 PM
Source Of Title: DEED 2014 / 14591
W. Hardy McCallum - Probate Judge
Tuscaloosa County, Alabama

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MORTGAGE TAX NOTE TO CLERK: Capitalized terms used in this Mortgage Tax Note shall have the meanings defined for them in this Mortgage below. This Mortgage will be filed in Jefferson, Shelby, Tuscaloosa, Walker and Bibb Counties, Alabama as security for the Secured Obligations of the Mortgagor relating to a term loan made by the Mortgagee pursuant to a Credit Agreement of even date herewith in the original amount of \$50,000,000.00. Aggregate mortgage tax payable in connection with the recording of said Mortgage is \$75,000.00, all of which is being paid to the County in which this Mortgage is first being filed. The aggregate value of all of the property described in this Mortgage and the allocation of the mortgage tax based on the allocation of such value among the property is set forth on the Certificate Regarding Allocation of Mortgage Tax and Deed Tax Among Counties attached hereto.

NOTE TO CLERK: THIS INSTRUMENT COVERS TIMBER TO BE CUT AND GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY AND SHOULD BE FILED FOR RECORD IN THE REAL PROPERTY RECORDS WHERE MORTGAGES ON REAL ESTATE ARE RECORDED. THIS INSTRUMENT SHOULD ALSO BE INDEXED AS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT COVERING TIMBER TO BE CUT AND GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY. THE MAILING ADDRESSES OF THE SECURED PARTY AND THE DEBTOR ARE WITHIN.

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "Mortgage") is executed as of August 27th, 2014 by VALLEY CREEK LAND & TIMBER, LLC, a Mississippi limited liability company with an address of 1300 Meadowbrook Road, Suite 202, Jackson, Mississippi 39211 ("Mortgagor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, with an address of 7000 Central Parkway, NE, Suite 580, Atlanta, Georgia 30328, MAC: G0185-052 ("Mortgagee").

ARTICLE I. MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, Mortgagor irrevocably mortgages, grants, conveys and assigns to Mortgagee, with power of sale and the right of entry and possession, Mortgagor's interest in: (a) all real property located in Bibb, Jefferson, Shelby, Tuscaloosa, and Walker Counties, Alabama, and described on Exhibit A attached hereto (the "Land"); (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of the Land; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Land, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Land; (e) all buildings, improvements and landscaping



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No Tax Collected 1.00, Recording Fee 498.00, TOTAL 499.00

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Rick Allison, Judge of Probate, Walker County, Alabama

now or hereafter erected or located on the Land (the "Improvements"); (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, the Land; (g) all farm products, permanent plantings, crops and timber of every kind and description, now or hereafter growing, or to be grown, harvested from, pertaining to and located on the Land (including Land owned or leased by Mortgagor) and proceeds thereof, and including, without limitation all property related to nursery operations or replanting and reforestation, seedlings, nursery stock, trees, growing trees, standing timber, timber cut and to be cut, severed timber, stumpage, forest products, lumber, pulpwood, and all related inventory, products and by-products of any of the foregoing or timber operations conducted or to be conducted on the Land, and all proceeds, accounts, investment property and general intangibles resulting from the sale of such farm products, crops, timber and timber to be cut and timber interests (sometimes collectively referred to herein as "Timber"; the Land, the Improvements and the Timber hereinafter sometimes collectively referred to as the "Real Estate"); (h) all permits, special permits, licenses, access rights, approvals, maps, forest practice approvals, surveys, title records, studies, reports, contracts and other rights, privileges and agreements affecting the operation of the Real Estate now owned or hereafter acquired by Mortgagor, including without limitation the access rights described in the Credit Agreement; (i) all rights and reservations held by Mortgagor and necessary to (1) manage, harvest, cut, remove and sell Timber and trees on the Land, including rights necessary to permit the removal of same, including ingress and egress for such purposes, and the right to construct roads for such purposes, and (2) to sell stumpage or cutting rights or standing Timber (and all rights necessary to permit the removal of same) to third parties (which Timber and trees and said rights of access, cutting, removal and road building are herein included in all references to the "Land"); (j) all interest or estate which Mortgagor now has or may hereafter acquire in the Land and all additions and accretions thereto, and all awards or payments made for the taking of all or any portion of the Land by eminent domain or any proceeding or purchase in lieu thereof, or any damage to any portion of the Land, together with all rights therein (collectively, the "Subject Property"). The listing of specific rights or property shall not be interpreted as a limitation of general terms.

ARTICLE II. OBLIGATIONS SECURED

2.1 Obligations Secured. Mortgagor makes this grant and assignment for the purpose of securing the following obligations (each, a "Secured Obligation" and collectively, the "Secured Obligations"):

(a) payment to Mortgagee of all sums at any time owing and performance of all other obligations arising under or in connection with that certain Real Estate Term Note ("Note") dated as of even date herewith in the maximum principal amount of Fifty Million and No/100 Dollars (\$50,000,000.00), with interest as provided therein, executed by Mortgagor and payable to Mortgagee or its order, together with the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by the Note, whether or not specifically referenced therein; and

(b) payment and performance of all obligations of Mortgagor under this Mortgage and all obligations of Mortgagor under that certain Credit Agreement, dated of even date herewith, by and between Mortgagor and Mortgagee (the "Credit Agreement"), together with all advances, payments or other expenditures made by Mortgagee as or for the payment or performance of any such obligations of Mortgagor; and

(c) payment and performance of all obligations, if any, and the contracts under which they arise, which any rider attached to and recorded with this Mortgage recites are secured hereby; and

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(d) payment to Mortgagee of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee in connection with any Secured Obligation; and

(e) payment and performance of all future advances and other obligations to the same extent as if such future advances are made on the date of the execution of this Mortgage plus all interest, costs, fees and expenses due hereunder; and

(f) all modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

2.2 Obligations. The term "obligations" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, joint or several, including without limitation, all principal, interest, charges, including prepayment charges and late charges, and loan fees at any time accruing or assessed on any Secured Obligation.

2.3 Incorporation. All terms of the Secured Obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Subject Property are hereby deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Note or any other Secured Obligation may permit borrowing, repayment and reborrowing; and (b) the rate of interest on one or more of the Secured Obligations may vary from time to time.

2.4 Future Advances. This Mortgage secures payment and performance of all future advances and other obligations to the same extent as if such future advances are made on the date of the execution of this Mortgage plus all interest, costs, fees and expenses due hereunder.

ARTICLE III. ASSIGNMENT OF RENTS

3.1 Assignment. For the purposes and upon the terms and conditions set forth herein, Mortgagor irrevocably assigns to Mortgagee all of Mortgagor's right, title and interest in, to and under all leases, licenses, rental agreements, subleases, surface leases, and all agreements for use or occupancy, and all timber sale agreements, log supply agreements, stumpage contracts, timber purchase agreements or stumpage agreements and other contracts and agreements pursuant to which Mortgagor has agreed to sell any standing or severed timber, pulpwood or other timber products from the Real Estate including without limitation those certain leases and contracts identified in the Credit Agreement (the "Existing Leases"), whether existing as of the date hereof or at any time hereafter entered into, together with all guarantees of and security for any tenant's or lessee's performance thereunder, and all amendments, extensions, renewals and modifications thereto (each, a "Lease" and collectively, the "Leases"), together with any and all other rents, issues, profits, royalties, proceeds, fees, farm products revenue, hunting lease or other recreational lease revenue and other income of any kind or manner whatsoever arising from or related to operations on the Subject Property, including income from nursery operations, seedling operations, timber and pulpwood contracts, option agreements and land sales (collectively, "Rents"). This assignment shall not impose upon Mortgagee any duty to produce Rents from the Subject Property, nor cause Mortgagee to be: (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor or landlord under any Lease; or



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(c) responsible for any waste committed by any person or entity at any time in possession of the Subject Property or any part thereof, or for any dangerous or defective condition of the Subject Property, or for any negligence in the management, upkeep, repair or control of the Subject Property. This is an absolute assignment, not an assignment for security only, and Mortgagee's right to Rents is not contingent upon and may be exercised without taking possession of the Subject Property. Mortgagor agrees to execute and deliver to Mortgagee, within five (5) days of Mortgagee's written request, such additional documents as Mortgagee may reasonably request to further evidence the assignment to Mortgagee of any and all Leases and Rents. Mortgagee, at Mortgagee's option and without notice, may notify any lessee or tenant of this assignment of the Leases and Rents.

3.2 Protection of Security. To protect the security of this assignment, Mortgagor agrees:

(a) At Mortgagor's sole cost and expense: (i) to perform each obligation to be performed by the lessor or landlord under each Lease in the ordinary course of Mortgagor's business and to enforce or secure the performance of each obligation to be performed by the lessee or tenant under each Lease in the ordinary course of business; (ii) except in the ordinary course of business, not to modify any material Lease in any material respect, nor accept surrender under or terminate the term of any material Lease; (iii) not to anticipate the Rents under any Lease; and (iv) not to waive or release any lessee or tenant of or from any Lease obligations except in the ordinary course of Mortgagor's business. Except as set forth herein, Mortgagor assigns to Mortgagee all of Mortgagor's right and power to modify the terms of any Lease, to accept a surrender under or terminate the term of or anticipate the Rents under any Lease, and to waive or release any lessee or tenant of or from any Lease obligations, and any attempt on the part of Mortgagor to exercise any such rights or powers without Mortgagee's prior written consent shall be a breach of the terms hereof.

(b) At Mortgagor's sole cost and expense, to defend any action in any manner connected with any Lease or the obligations thereunder, and to pay all costs of Mortgagee, including reasonable attorneys' fees, in any such action in which Mortgagee may appear.

(c) That, should Mortgagor fail to do any act required to be done by Mortgagor under a Lease, then Mortgagee, but without obligation to do so and without notice to Mortgagor and without releasing Mortgagor from any obligation hereunder, may make or do the same in such manner and to such extent as Mortgagee deems necessary to protect the security hereof, and, in exercising such powers, Mortgagee may employ attorneys and other agents, and Mortgagor shall pay necessary costs and reasonable attorneys' fees incurred by Mortgagee, or its agents, in the exercise of the powers granted herein. Mortgagor shall give prompt notice to Mortgagee of any default by any lessee or tenant under any Lease, and of any notice of default on the part of Mortgagor under any Lease received from a lessee or tenant thereunder, together with an accurate and complete copy thereof.

(d) To pay to Mortgagee immediately upon demand all sums expended under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the highest rate per annum payable under any Secured Obligation, and the same, at Mortgagee's option, may be added to any Secured Obligation and shall be secured hereby.

3.3 License. Mortgagee confers upon Mortgagor a license ("License") to collect and retain the Rents as, but not before, they come due and payable, until the occurrence of any Default. Upon the occurrence of any Default, the License shall be automatically revoked, and Mortgagee may, at Mortgagee's option and without notice, either in person or by agent, with or without bringing any action, or by a receiver to be appointed by a court: (a) enter, take possession of, manage and operate the Subject Property or any part thereof; (b) make, cancel, enforce or modify any Lease; (c) obtain and evict tenants, fix or modify Rents, and do any acts which Mortgagee deems proper to protect the security hereof; and (d) either with or without taking possession of the Subject Property, in its own name, sue for or otherwise



collect and receive all Rents, including those past due and unpaid, and apply the same in accordance with the provisions of this Mortgage. The entering and taking possession of the Subject Property, the collection of Rents and the application thereof as aforesaid, shall not cure or waive any Default, nor waive, modify or affect any notice of default hereunder, nor invalidate any act done pursuant to any such notice. The License shall not grant to Mortgagee the right to possession, except as provided in this Mortgage.

ARTICLE IV. RIGHTS AND DUTIES OF THE PARTIES

4.1 Title. Mortgagor warrants that, except as disclosed to Mortgagee prior to the date hereof in a writing which refers to this warranty, Mortgagor lawfully possesses and holds fee simple title to the surface of, or if permitted by Mortgagee in writing, a leasehold interest in, the Subject Property without limitation on the right to encumber, as herein provided, and that this Mortgage is a valid lien on the Subject Property and all of Mortgagor's interest therein, subject to easements, covenants and restrictions of record as referenced in Mortgagee's mortgagee title insurance policy from First American Title Insurance Company.

4.2 Taxes and Assessments. Subject to the right, if any, of Mortgagor to contest payment of the following pursuant to any other agreement between Mortgagor and Mortgagee, Mortgagor shall pay prior to delinquency all taxes, assessments, levies and charges imposed: (a) by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Subject Property or any interest therein; or (b) by any public authority upon Mortgagee by reason of its interest in any Secured Obligation or in the Subject Property, or by reason of any payment made to Mortgagee pursuant to any Secured Obligation; provided however, that Mortgagor shall have no obligation to pay any income taxes of Mortgagee. Promptly upon request by Mortgagee, Mortgagor shall furnish to Mortgagee satisfactory evidence of the payment of all of the foregoing. Mortgagee is hereby authorized to request and receive from the responsible governmental and non-governmental personnel written statements with respect to the accrual and payment of any of the foregoing.

4.3 Performance of Secured Obligations. Mortgagor shall promptly pay and perform each Secured Obligation when due.

4.4 Liens, Encumbrances and Charges. Mortgagor shall immediately discharge any lien on the Subject Property not approved by Mortgagee in writing or allowed under the terms of the Credit Agreement. Except as otherwise provided in the Credit Agreement or other agreement with Mortgagee, Mortgagor shall pay when due all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber the Subject Property, whether senior or subordinate hereto, including without limitation, any mechanics' liens.

4.5 Insurance. Mortgagor shall carry insurance as set forth in the Credit Agreement. Mortgagor shall maintain all required insurance at Mortgagor's expense, under policies issued by companies and in form and substance reasonably satisfactory to Mortgagee. Mortgagee, by reason of accepting, rejecting, approving or obtaining insurance, shall not incur any liability for: (a) the existence, nonexistence, form or legal sufficiency thereof; (b) the solvency of any insurer; or (c) the payment of losses.

4.6 Tax and Insurance Impounds. Upon and after a Default and upon Mortgagee's demand, Mortgagor shall, until all Secured Obligations have been paid in full, pay to Mortgagee monthly, annually or as otherwise directed by Mortgagee an amount estimated by Mortgagee to be equal to: (a) all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a lien upon the Subject Property and will become due for the tax year during which such payment is so directed; and (b) premiums for fire, other hazard and mortgage insurance, if any, next

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due. If Mortgagee determines that amounts paid by Mortgagor are insufficient for the payment in full of such taxes, assessments, levies and/or insurance premiums, Mortgagee shall notify Mortgagor of the increased amount required for the payment thereof when due, and Mortgagor shall pay to Mortgagee such additional amount within thirty (30) days after notice from Mortgagee. All amounts so paid shall not bear interest, except to the extent and in the amount required by law. So long as there is no Default, Mortgagee shall apply said amounts to the payment of, or at Mortgagee's sole option release said funds to Mortgagor for application to and payment of, such taxes, assessments, levies, charges and insurance premiums. If a Default exists, Mortgagee at its sole option may apply all or any part of said amounts to any Secured Obligation and/or to cure such Default, in which event Mortgagor shall be required to restore all amounts so applied, as well as to cure any Default not cured by such application. Mortgagor hereby grants and transfers to Mortgagee a security interest in all amounts so paid and held in Mortgagee's possession, and all proceeds thereof, to secure the payment and performance of each Secured Obligation. Upon assignment of this Mortgage, Mortgagee shall have the right to assign all amounts collected and in its possession to its assignee, whereupon Mortgagee shall be released from all liability with respect thereto. The existence of said impounds shall not limit Mortgagee's rights under any other provision of this Mortgage or any other agreement, statute or rule of law. Within ninety-five (95) days following full repayment of all Secured Obligations (other than as a consequence of a foreclosure or conveyance in lieu of foreclosure of the liens and security interests securing any Secured Obligation), or at such earlier time as Mortgagee in its discretion may elect, the balance of all amounts collected and in Mortgagee's possession shall be paid to Mortgagor, and no other party shall have any right of claim thereto.

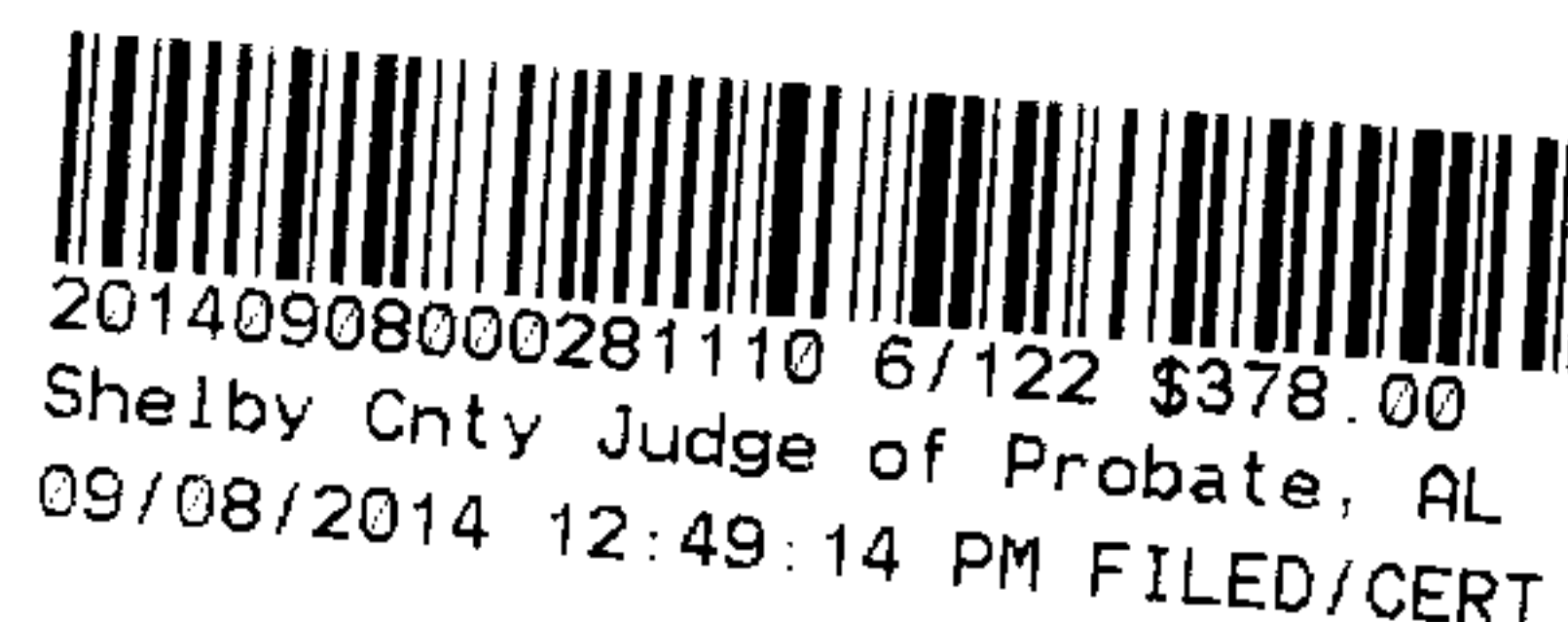
4.7 Damages; Insurance and Condemnation Proceeds.

(a) (i) All awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation (or transfer in lieu thereof) for public or private use affecting the Subject Property; (ii) all other claims and awards for damages to or decrease in value of the Subject Property; (iii) all proceeds of any insurance policies payable by reason of loss sustained to the Subject Property; and (iv) all interest which may accrue on any of the foregoing, are all absolutely and irrevocably assigned to and shall be paid to Mortgagee. At the absolute discretion of Mortgagee, whether or not its security is or may be impaired, but subject to applicable law if any, and without regard to any requirement contained in any other Section hereof, Mortgagee may apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any such claim and apply the balance to the Secured Obligations in any order, and release all or any part of the proceeds to Mortgagor upon any conditions Mortgagee may impose. Mortgagee may commence, appear in, defend or prosecute any assigned claim or action, and may adjust, compromise, settle and collect all claims and awards assigned to Mortgagee; provided however, that in no event shall Mortgagee be responsible for any failure to collect any claim or award, regardless of the cause of the failure.

(b) At its sole option, Mortgagee may permit insurance or condemnation proceeds held by Mortgagee to be used for repair or restoration but may impose any conditions on such use as Mortgagee deems necessary.

4.8 Maintenance and Preservation of Subject Property. Subject to the provisions of any Secured Obligation, Mortgagor covenants:

- (a) to keep the Subject Property in good condition and repair;
- (b) except with Mortgagee's prior written consent, or as permitted in the Credit Agreement, not to remove or demolish the Subject Property, nor alter, restore or add to the Subject Property, nor initiate or acquiesce in any change in any zoning or other land classification which affects the Subject Property;



(c) to restore promptly and in good workmanlike manner any portion of any improvements on the Subject Property which may be damaged or destroyed, unless Mortgagee requires that all of the insurance proceeds be used to reduce the Secured Obligations as provided in the Section hereof entitled Damages; Insurance and Condemnation Proceeds;

(d) to comply with and not to suffer violation of any or all of the following which govern acts or conditions on, or otherwise affect the Subject Property: (i) laws, ordinances, regulations, standards and judicial and administrative rules and orders; (ii) covenants, conditions, restrictions and equitable servitudes, whether public or private; and (iii) requirements of insurance companies and any bureau or agency which establishes standards of insurability;

(e) not to commit or permit waste of the Subject Property; and

(f) to do all other acts which from the character or use of the Subject Property may be reasonably necessary to maintain and preserve its value.

4.9 Hazardous Substances; Environmental Provisions. Mortgagor represents and warrants to Mortgagee as follows:

(a) Except as disclosed to Mortgagee in writing prior to the date hereof, to the Mortgagor's knowledge the Subject Property is not and has not been a site for the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of any substances which are "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under the Hazardous Materials Laws, as defined below, and/or other applicable environmental laws, ordinances and regulations (collectively, the "Hazardous Materials"). The Land may have been used for mining operations.

(b) To Mortgagor's knowledge, and except as disclosed to Mortgagee in writing prior to the date hereof, the Subject Property is in material compliance with all laws, ordinances and regulations relating to Hazardous Materials (collectively, the "Hazardous Materials Laws"), including without limitation, the Clean Air Act, the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Federal Toxic Substances Control Act and the Occupational Safety and Health Act, as any of the same may be amended, modified or supplemented from time to time, and any other applicable federal, state or local environmental laws, and any rules or regulations adopted pursuant to any of the foregoing.

(c) To Mortgagor's knowledge, there are no claims or actions pending or threatened against Mortgagor or the Subject Property by any governmental entity or agency, or any other person or entity, relating to any Hazardous Materials or pursuant to any Hazardous Materials Laws.

(d) Mortgagor hereby agrees to defend, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns, from and against any and all losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including without limitation, attorneys' fees and expenses) which Mortgagee may incur as a direct or indirect consequence of the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of Hazardous Materials in, on, under or about the Subject Property. Mortgagor shall pay to Mortgagee immediately upon demand any amounts owing under this indemnity, together with interest from the date of demand until paid in full at the highest rate of interest applicable to any Secured Obligation. MORTGAGOR'S DUTY AND OBLIGATION TO DEFEND, INDEMNIFY AND HOLD

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HARMLESS MORTGAGEE SHALL SURVIVE THE CANCELLATION OF THE SECURED OBLIGATIONS AND THE RELEASE OR PARTIAL RELEASE OF THIS MORTGAGE.

(e) Mortgagor shall immediately advise Mortgagee in writing upon Mortgagor's discovery of any occurrence or condition on the Subject Property, or on any real property adjoining or in the vicinity of the Subject Property, that does or could cause all or any part of the Subject Property to be contaminated with any Hazardous Materials or otherwise be in violation of any Hazardous Materials Laws, or cause the Subject Property to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Hazardous Materials Laws.

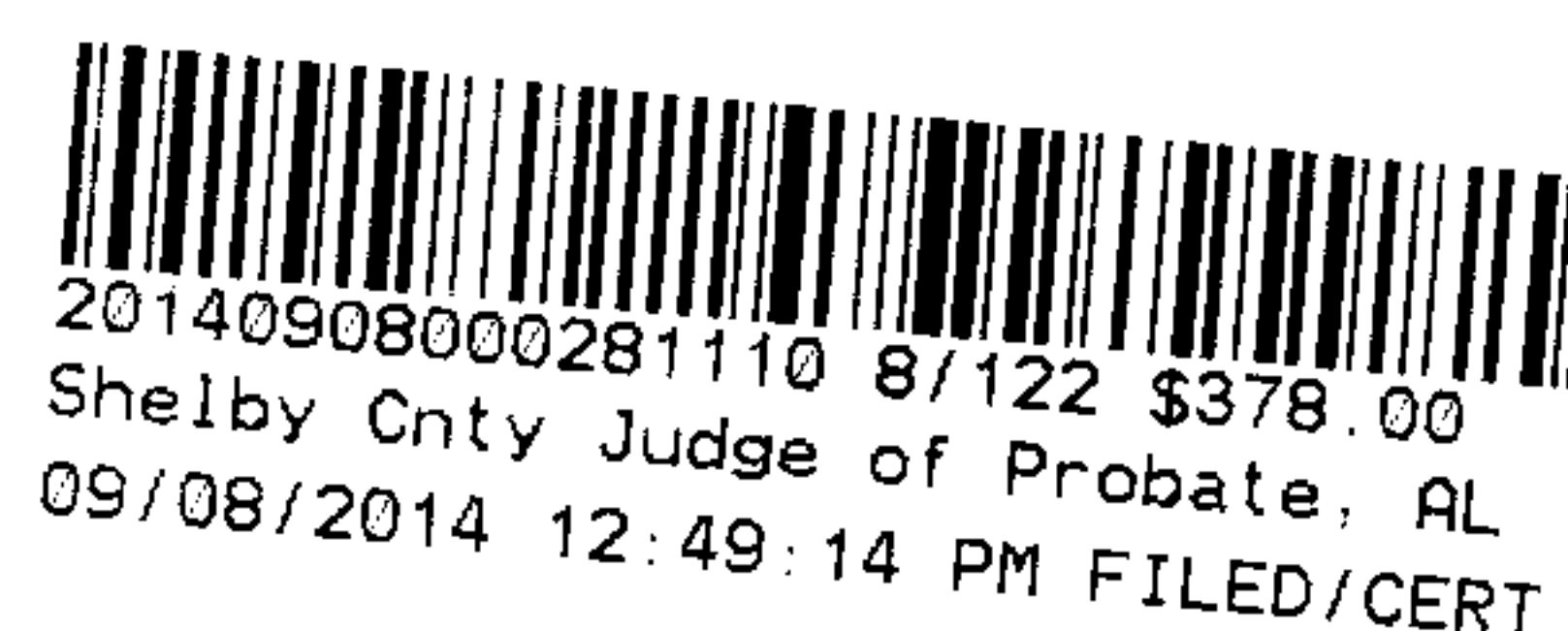
4.10 Protection of Security. Mortgagor shall, at Mortgagor's sole expense: (a) protect, preserve and defend the Subject Property and Mortgagor's title and right to possession of the Subject Property against all adverse claims; (b) if Mortgagor's interest in the Subject Property is a leasehold interest or estate, pay and perform in a timely manner all obligations to be paid and/or performed by the lessee or tenant under the lease or other agreement creating such leasehold interest or estate; and (c) protect, preserve and defend the security of this Mortgage and the rights and powers of Mortgagee under this Mortgage against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing of the assertion of any claim, the filing of any action or proceeding, or the occurrence of any damage, condemnation offer or other action relating to or affecting the Subject Property and, if Mortgagor's interest in the Subject Property is a leasehold interest or estate, of any notice of default or demand for performance under the lease or other agreement pursuant to which such leasehold interest or estate was created or exists.

4.11 Powers and Duties of Mortgagee. Mortgagee may, upon written request, without obligation to do so or liability therefor and without notice: (a) release all or any part of the Subject Property from the lien of this Mortgage; (b) consent to the making of any map or plat of the Subject Property; and (c) join in any grant of easement or declaration of covenants and restrictions with respect to the Subject Property, or any extension agreement or any agreement subordinating the lien or charge of this Mortgage. Mortgagee may from time to time apply to any court of competent jurisdiction for aid and direction in the exercise or enforcement of its rights and remedies available under this Mortgage, and may obtain orders or decrees directing, confirming or approving acts in the exercise or enforcement of said rights and remedies. Mortgagee has no obligation to notify any party of any pending sale or any action or proceeding (including, but not limited to, actions in which Mortgagor or Mortgagee shall be a party) unless held or commenced and maintained by Mortgagee under this Mortgage.

4.12 Compensation; Exculpation; Indemnification.

(a) Mortgagor shall pay Mortgagee reasonable compensation for services rendered concerning this Mortgage, including without limitation, the providing of any statement of amounts owing under any Secured Obligation. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (i) the exercise of any rights, remedies or powers granted to Mortgagee in this Mortgage; (ii) the failure or refusal of Mortgagee to perform or discharge any obligation or liability of Mortgagor under this Mortgage or any Lease or other agreement related to the Subject Property; or (iii) any loss sustained by Mortgagor or any third party as a result of Mortgagee's failure to lease the Subject Property after any Default or from any other act or omission of Mortgagee in managing the Subject Property after any Default unless such loss is caused by the willful misconduct or gross negligence of Mortgagee; and no such liability shall be asserted or enforced against Mortgagee, and all such liability is hereby expressly waived and released by Mortgagor.

(b) Mortgagor shall indemnify Mortgagee against, and hold Mortgagee harmless from, any and all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, costs of evidence of title, costs of evidence of value, and other expenses which



Mortgagee may suffer or incur: (i) by reason of this Mortgage; (ii) by reason of the performance of any act required or permitted hereunder or by law; (iii) as a result of any failure of Mortgagor to perform Mortgagor's obligations; or (iv) by reason of any alleged obligation or undertaking of Mortgagee to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Subject Property, including without limitation, the payment of any taxes, assessments, rents or other lease obligations, liens, encumbrances or other obligations of Mortgagor under this Mortgage. Mortgagor's duty to indemnify Mortgagee shall survive the payment, discharge or cancellation of the Secured Obligations and the release or satisfaction, in whole or in part, of this Mortgage.

(c) Mortgagor shall pay all indebtedness arising under this Section immediately upon demand by Mortgagee, together with interest thereon from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation. Mortgagee may, at its option, add any such indebtedness to any Secured Obligation.

4.13 Due on Sale or Encumbrance. Except as permitted by the provisions of the Credit Agreement or applicable law, if the Subject Property or any interest therein shall be sold, transferred (including without limitation, where applicable, through sale or transfer of a majority or controlling interest of the corporate stock, or any general partnership, limited liability company or other similar interests, of Mortgagor), mortgaged, assigned, encumbered or leased, whether voluntarily, involuntarily or by operation of law (each of which actions and events is called a "Transfer"), without Mortgagee's prior written consent, THEN Mortgagee may, at its sole option, declare all Secured Obligations immediately due and payable in full. Mortgagor shall notify Mortgagee in writing of each Transfer within ten (10) business days of the date thereof.

4.14 Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Subject Property or in any manner obligated under any Secured Obligation (each, an "Interested Party"), Mortgagee may, from time to time, release any Interested Party from liability for the payment of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, accept additional security, and enforce, waive, subordinate or release all or a portion of the Subject Property or any other security for any Secured Obligation. None of the foregoing actions shall release or reduce the personal liability of any Interested Party, nor release or impair the priority of the lien of this Mortgage upon the Subject Property.

4.15 Release of Mortgage. Upon satisfaction in full of the Secured Obligations, Mortgagee, without warranty, shall deliver for recording in the appropriate real property records a satisfaction or release of Mortgage for the Subject Property, or that portion thereof then covered hereby, from the lien of this Mortgage.

4.16 Subrogation. Mortgagee shall be subrogated to the lien of all encumbrances, whether or not released of record, paid in whole or in part by Mortgagee pursuant to this Mortgage or by the proceeds of any Secured Obligation.

4.17 Mortgagor Different From Obligor ("Third Party Mortgagor"). As used in this Section, the term "Obligor" shall mean each person or entity obligated in any manner under any of the Secured Obligations; and the term "Third Party Mortgagor" shall mean (1) each person or entity included in the definition of Mortgagor herein and which is not an Obligor under all of the Secured Obligations, and (2) each person or entity included in the definition of Mortgagor herein if any Obligor is not included in said definition.

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(a) Representations and Warranties. Each Third Party Mortgagor represents and warrants to Mortgagee that: (i) this Mortgage is executed at an Obligor's request; (ii) this Mortgage complies with all agreements between each Third Party Mortgagor and any Obligor regarding such Third Party Mortgagor's execution hereof; (iii) Mortgagee has made no representation to any Third Party Mortgagor as to the creditworthiness of any Obligor; and (iv) each Third Party Mortgagor has established adequate means of obtaining from each Obligor on a continuing basis financial and other information pertaining to such Obligor's financial condition. Each Third Party Mortgagor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect such Third Party Mortgagor's risks hereunder. Each Third Party Mortgagor further agrees that Mortgagee shall have no obligation to disclose to any Third Party Mortgagor any information or material about any Obligor which is acquired by Mortgagee in any manner. The liability of each Third Party Mortgagor hereunder shall be reinstated and revived, and the rights of Mortgagee shall continue if and to the extent that for any reason any amount at any time paid on account of any Secured Obligation is rescinded or must otherwise be restored by Mortgagee, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, all as though such amount had not been paid. The determination as to whether any amount so paid must be rescinded or restored shall be made by Mortgagee in its sole discretion; provided however, that if Mortgagee chooses to contest any such matter at the request of any Third Party Mortgagor, each Third Party Mortgagor agrees to indemnify and hold Mortgagee harmless from and against all costs and expenses, including reasonable attorneys' fees, expended or incurred by Mortgagee in connection therewith, including without limitation, in any litigation with respect thereto.

(b) Waivers.

(i) Each Third Party Mortgagor waives any right to require Mortgagee to: (A) proceed against any Obligor or any other person; (B) marshal assets or proceed against or exhaust any security held from any Obligor or any other person; (C) give notice of the terms, time and place of any public or private sale or other disposition of personal property security held from any Obligor or any other person; (D) take any other action or pursue any other remedy in Mortgagee's power; or (E) make any presentment or demand for performance, or give any notice of nonperformance, protest, notice of protest or notice of dishonor hereunder or in connection with any obligations or evidences of indebtedness held by Mortgagee as security for or which constitute in whole or in part the Secured Obligations, or in connection with the creation of new or additional obligations.

(ii) Each Third Party Mortgagor waives any defense to its obligations hereunder based upon or arising by reason of: (A) any disability or other defense of any Obligor or any other person; (B) the cessation or limitation from any cause whatsoever, other than payment in full, of any Secured Obligation; (C) any lack of authority of any officer, director, partner, agent or any other person acting or purporting to act on behalf of any Obligor which is a corporation, partnership or other type of entity, or any defect in the formation of any such Obligor; (D) the application by any Obligor of the proceeds of any Secured Obligation for purposes other than the purposes represented by any Obligor to, or intended or understood by, Mortgagee or any Third Party Mortgagor; (E) any act or omission by Mortgagee which directly or indirectly results in or aids the discharge of any Obligor or any portion of any Secured Obligation by operation of law or otherwise, or which in any way impairs or suspends any rights or remedies of Mortgagee against any Obligor; (F) any impairment of the value of any interest in any security for the Secured Obligations or any portion thereof, including without limitation, the failure to obtain or maintain perfection or recordation of any interest in any such security, the release of any such security without substitution, and/or the failure to preserve the value of, or to comply with applicable law in disposing of, any such security; (G) any modification of any Secured Obligation, in any form whatsoever, including without limitation the renewal, extension, acceleration or other change in time for payment of, or other change in the terms of, any Secured Obligation or any portion thereof, including increase or decrease of the rate of interest thereon; or (H) any requirement that Mortgagee give any notice of acceptance of this Mortgage. Until all Secured Obligations shall have been paid in full, no Third Party

Mortgagor shall have any right of subrogation, and each Third Party Mortgagor waives any right to enforce any remedy which Mortgagee now has or may hereafter have against any Obligor or any other person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Mortgagee. Each Third Party Mortgagor further waives all rights and defenses it may have arising out of: (1) any election of remedies by Mortgagee, even though that election of remedies, such as a non-judicial foreclosure with respect to any security for any portion of the Secured Obligations, destroys such Third Party Mortgagor's rights of subrogation or such Third Party Mortgagor's rights to proceed against any Obligor for reimbursement; or (2) any loss of rights any Third Party Mortgagor may suffer by reason of any rights, powers or remedies of any Obligor in connection with any anti-deficiency laws or any other laws limiting, qualifying or discharging any Obligor's obligations.

(iii) If any of said waivers is determined to be contrary to any applicable law or public policy, such waiver shall be effective to the extent permitted by applicable law or public policy.

ARTICLE V. DEFAULT PROVISIONS

5.1 Default. The occurrence of any of the following shall constitute a "Default" under this Mortgage: (a) Mortgagor shall fail to observe or perform any obligation or agreement contained herein; (b) any representation or warranty of Mortgagor herein shall prove to be incorrect, false or misleading in any material respect when made; or (c) any defined Event of Default under any provisions of the Note or the Credit Agreement.

5.2 Rights and Remedies. Upon the occurrence of any Default, and at any time thereafter, Mortgagee shall have all the following rights and remedies:

(a) With or without notice, to declare all Secured Obligations immediately due and payable in full.

(b) With or without notice, without releasing Mortgagor from any Secured Obligation and without becoming a mortgagee in possession, to cure any Default of Mortgagor and, in connection therewith: (i) to enter upon the Subject Property and to do such acts and things as Mortgagee deems necessary or desirable to protect the security of this Mortgage, including without limitation, to appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Mortgagee hereunder; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Mortgagee, is senior in priority to this Mortgage, the judgment of Mortgagee being conclusive as between the parties hereto; (iii) to obtain, and to pay any premiums or charges with respect to, any insurance required to be carried hereunder; and (iv) to employ counsel, accountants, contractors and other appropriate persons to assist Mortgagee.

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific enforcement of the covenants of Mortgagor under this Mortgage, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy. For the purposes of any suit brought under this subsection, Mortgagor waives the defenses of laches and any applicable statute of limitations.

(d) To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Subject Property as a matter of strict right and without regard to: (i) the adequacy of the security for the repayment of the Secured Obligations; (ii) the existence of a declaration that the Secured Obligations are immediately due and payable; or (iii) the filing of a notice of default; and Mortgagor consents to such appointment.



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(e) To take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Subject Property; to make or modify Leases of, and other agreements with respect to, the Subject Property upon such terms and conditions as Mortgagee deems proper; and to make repairs, alterations and improvements to the Subject Property deemed necessary, in Mortgagee's judgment, to protect or enhance the security hereof.

(f) To foreclose this Mortgage as now provided by law in case of past due mortgages, and Mortgagee shall be authorized, at its option, whether or not possession of the Subject Property is taken, after giving twenty-one (21) days notice by publication once a week for three (3) consecutive weeks of the time, place and terms of each such sale by publication in some newspaper of general circulation published in the county wherein the Subject Property or any part thereof is located, to sell the Subject Property (or such part or parts thereof as Mortgagee may from time to time elect to sell) in front of such county's courthouse door, at public outcry, during the legal hours of sale, to the highest bidder for cash. Mortgagee, its successors and assigns, may bid at any sale or sales had under the terms of this Mortgage and may purchase the Subject Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale, any part or all of the Subject Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case Mortgagee, in the exercise of the power of sale herein given, elects to sell the Subject Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Subject Property not previously sold shall have been sold or all the Secured Obligation secured hereby shall have been paid in full.

(g) To proceed with foreclosure, either through the courts or by proceeding with foreclosure as provided for in this Mortgage, but without declaring the whole Secured Obligation due. Any such sale may be made subject to the unmatured part of the Secured Obligation secured by this Mortgage, and such sale, if so made, shall not in any manner affect the unmatured part of the Secured Obligation secured by this Mortgage, but as to such unmatured part of the Secured Obligation, this Mortgage shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Several sales may be made under the provisions of this paragraph without exhausting the right of sale for any remaining part of the Secured Obligation whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Subject Property for any matured part of the Secured Obligation without exhausting any power of foreclosure and the power to sell the Subject Property for any other part of the Secured Obligation, whether matured at the time or subsequently maturing.

5.3 Application of Foreclosure Sale Proceeds. After deducting all costs, fees and expenses of sale, including costs of evidence of title and attorneys' fees in connection with a sale, all proceeds of any foreclosure sale shall be applied first, to payment of all Secured Obligations (including without limitation, all sums expended by Mortgagee under the terms hereof and not then repaid, with accrued interest at the highest rate per annum payable under any Secured Obligation), in such order and amounts as Mortgagee in its sole discretion shall determine; and the remainder, if any, to the person or persons legally entitled thereto.

5.4 Application of Other Sums. All Rents or other sums received by Mortgagee or any agent or receiver hereunder, less all costs and expenses incurred by Mortgagee or such agent or receiver, including reasonable attorneys' fees, shall be applied to payment of the Secured Obligations in such order as Mortgagee shall determine in its sole discretion; provided however, that Mortgagee shall have no liability for funds not actually received by Mortgagee.



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5.5 No Cure or Waiver. Neither Mortgagee's or any receiver's entry upon and taking possession of the Subject Property, nor any collection of Rents, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise of any other right or remedy by Mortgagee or any receiver shall impair the status of the security of this Mortgage, or cure or waive any breach, Default or notice of default under this Mortgage, or nullify the effect of any notice of default or sale (unless all Secured Obligations and any other sums then due hereunder have been paid in full and Mortgagor has cured all other Defaults), or prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option of the Subject Property or a subordination of the lien of this Mortgage.

5.6 Costs, Expenses and Attorneys' Fees. Mortgagor agrees to pay to Mortgagee immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including court costs and reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Mortgagee's in-house counsel), expended or incurred by Mortgagee pursuant to this Article V, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Mortgagee or any other person) relating to Mortgagor or in any way affecting any of the Subject Property or Mortgagee's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Mortgagor with interest from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation.

5.7 Power to File Notices and Cure Defaults. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns as Mortgagor's true attorney-in-fact to perform any of the following powers, which agency is coupled with an interest: (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest; and (b) upon the occurrence of any event, act or omission which with the giving of notice or the passage of time, or both, would constitute a Default, to perform any obligation of Mortgagor hereunder; provided however, that Mortgagee, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Mortgagee, and Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to act under this Section.

5.8 Remedies Cumulative; No Waiver. All rights, powers and remedies of Mortgagee hereunder are cumulative and are in addition to all rights, powers and remedies provided by law or in any other agreements between Mortgagor and Mortgagee. No delay, failure or discontinuance of Mortgagee in exercising any right, power or remedy hereunder shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy.

5.9 Waiver. Mortgagor waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (i) any appraisalment before sale of any portion of the Subject Property (commonly known as appraisalment laws), or (ii) any extension of time for the enforcement of the collection of the Secured Obligation or any creation or extension of a period of redemption from any sale made in collecting the Secured Obligation (commonly known as stay laws and redemption laws).

5.10 Sale of Subject Property. In case of any sale of the Subject Property as authorized by this Article V, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the nonpayment of any of the Secured Obligation, or as to the advertisement of sale, or the time, place and manner of

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sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

ARTICLE VI. MISCELLANEOUS PROVISIONS

6.1 No Merger. No merger shall occur as a result of Mortgagee's acquiring any other estate in, or any other lien on, the Subject Property unless Mortgagee specifically consents to a merger in writing.

6.2 Execution of Documents. Mortgagor agrees, upon demand by Mortgagee, to execute any and all documents and instruments required to effectuate the provisions hereof.

6.3 Right of Inspection. Mortgagee or its agents or employees may enter onto the Subject Property at any reasonable time for the purpose of inspecting the Subject Property and ascertaining Mortgagor's compliance with the terms hereof.

6.4 Notices. All notices, requests and demands which Mortgagor or Mortgagee is required or may desire to give to the other party must be in writing, delivered to Mortgagor or Mortgagee at the following address:

MORTGAGOR: Valley Creek Land & Timber, LLC
c/o CLAW Forestry Services, LLC
1300 Meadowbrook Road, Suite 202
Jackson, Mississippi 39211
Attention: William J. Van Devender

with a copy to: Brunini, Grantham, Grower & Hewes, PLLC
The Pinnacle Building
190 East Capitol St, Suite 100
Jackson, Mississippi 39201
Attn: Walter S. Weems, Esq.

MORTGAGEE: Wells Fargo Bank, National Association
7000 Central Parkway, NE
Suite 580
Atlanta, Georgia 30328
MAC: G0185-052
Attn: Richard Ziegner

with a copy to: Smith, Gambrell & Russell, LLP
Suite 3100, Promenade
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309-3592
Attn: David J. Burge, Esq.

, or at such other address as either party shall designate by written notice to the other party in accordance with the provisions hereof.

6.5 Successors; Assignment. This Mortgage shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto; provided however, that this Section does not waive the provisions of the Section hereof entitled Due on Sale or Encumbrance. Mortgagee reserves the right to sell, assign, transfer, negotiate or grant



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participations in all or any part of, or any interest in, Mortgagee's rights and benefits under the Note, any and all other Secured Obligations and this Mortgage. In connection therewith, Mortgagee may disclose all documents and information which Mortgagee now has or hereafter acquires relating to the Subject Property, all or any of the Secured Obligations and/or Mortgagor and, as applicable, any partners, joint venturers or members of Mortgagor, whether furnished by any Mortgagor or otherwise.

6.6 Rules of Construction. (a) When appropriate based on the identity of the parties or other circumstances, the masculine gender includes the feminine or neuter or both, and the singular number includes the plural; (b) the term "Subject Property" means all and any part of or interest in the Subject Property; (c) all Section headings herein are for convenience of reference only, are not a part of this Mortgage, and shall be disregarded in the interpretation of any portion of this Mortgage; (d) if more than one person or entity has executed this Mortgage as "Mortgagor," the obligations of all such Mortgagors hereunder shall be joint and several; and (e) all terms of Exhibit A, and each other exhibit and/or rider attached hereto and recorded herewith, are hereby incorporated into this Mortgage by this reference.

6.7 Severability of Provisions. If any provision of this Mortgage shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Mortgage.

6.8 Homestead. Mortgagor represents and warrants that no portion of the Subject Property constitutes homestead property of the Mortgagor.

6.9 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Alabama.

6.10 Arbitration.

(a) Arbitration. The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to this Mortgage and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination. In the event of a court ordered arbitration, the party requesting arbitration shall be responsible for timely filing the demand for arbitration and paying the appropriate filing fee within 30 days of the abatement order or the time specified by the court. Failure to timely file the demand for arbitration as ordered by the court will result in that party's right to demand arbitration being automatically terminated.

(b) Governing Rules. Any arbitration proceeding will (i) proceed in a location in Alabama selected by the American Arbitration Association ("AAA"); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.



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(c) No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

(d) Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the State of Alabama or a neutral retired judge of the state or federal judiciary of Alabama, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of Alabama and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Alabama Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) Discovery. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(f) Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties who have executed this Mortgage or any other contract, instrument or document relating to any Secured Obligation, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(g) Payment Of Arbitration Costs And Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

(h) Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the dispute shall control. This

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arbitration provision shall survive termination, amendment or expiration of any of the documents or any relationship between the parties.

(i) Small Claims Court. Notwithstanding anything herein to the contrary, each party retains the right to pursue in Small Claims Court any dispute within that court's jurisdiction. Further, this arbitration provision shall apply only to disputes in which either party seeks to recover an amount of money (excluding attorneys' fees and costs) that exceeds the jurisdictional limit of the Small Claims Court.

6.11 Secured Property in Multiple Counties. This Mortgage may described Subject Property located in more than one county in the state in which the Subject Property is located, but will be recorded in the real estate records of each such county. Mortgagor acknowledges and agrees that upon the occurrence of a Default and during its continuance, Mortgagee shall have the right, at its option, to foreclose this Mortgage against all or any portion of the Subject Property it chooses in any such county or counties in the state in which the Subject Property is located and to bring an action for foreclosure sale in any such county or counties, and Mortgagor consents to such jurisdiction in such county or counties.

6.12 Multiple Mortgages. Mortgagor hereby acknowledges that this Mortgage is being executed concurrently with other mortgages which also secure the Secured Obligations by encumbering separate real and personal property located within the state in which the Subject Property is located. Mortgagor hereby agrees that this Mortgage and such other instruments (each an "Instrument" and collectively, the Instruments") may be foreclosed in any order and that Mortgagee shall be under no obligation to conduct any sale under any one of the other such Instruments before proceeding with foreclosure or the exercise of other remedies under any such other Instruments or this Instrument.

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Shelby Cnty Judge of Probate, AL
09/08/2014 12:49:14 PM FILED/CERT

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Rick Allison, Judge of Probate, Walker County, Alabama

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage under seal as of the date first set forth above, although actually executed on the date set forth in the acknowledgement below.

Mortgagor(s)

Address(es)

Valley Creek Land & Timber, LLC

1300 Meadowbrook Road, Suite 202

Jackson, Mississippi 39211

Attention: William J. Van Devender

By:

William J. Van Devender (Seal)
William J. Van Devender, Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William J. Van Devender, whose name as the Manager of Valley Creek Land & Timber, LLC, a Mississippi limited liability company 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, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 20th day of August, 2014.

Kurt M. Lewis

Notary Public

My Commission Expires: 8/16/2017

[AFFIX NOTARY SEAL]

2014 45410

Recorded in the Above

MORTGAGE Book & Page

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Exhibit A**Bibb County Green – Tracts 1 through 43
Township 22 South, Range 5 West**

Tract	Section	
11	6	That portion of the South half of the North-West quarter lying West of the centerline of Griffin Town Road; that portion of the South-West quarter of the Section lying West of the centerline of Griffin Town Road.
17	18	The South half of the South-West quarter and the South-West quarter of the South-East quarter less and except the following five (5) described tracts: (1) commence at the Northwest corner of the South-East quarter of the South-West quarter, thence East along the North boundary of said quarter-quarter 320.50 feet, thence turning an angle of 89 degrees 53 minutes to the right Southeast 6.95 feet to a Point of Beginning of boundary of tract herein excepted, thence turning an angle of 90 degrees to the left East 150.0 feet, thence turning an angle of 90 degrees to the right South 50.0 feet, thence turning an angle of 90 degrees to the right West 150.0 feet, thence turning an angle of 90 degrees to the right North 50.0 feet to the Point of Beginning; (2) commence at the Northeast corner of the South-West quarter of the South-West quarter, thence West along the North line of said quarter-quarter 41.40 feet, thence turning an angle of 89 degrees 10 minutes 15 seconds to the right North 12.0 feet to an old stone corner, said corner being the Point of Beginning of the tract herein excepted, thence turning an angle of 90 degrees 36 minutes to the right East 325.0 feet, thence turning an angle of 90 degrees to the right South 170.0 feet, thence turning an angle of 90 degrees right West 323.1 feet, thence turning an angle of 89 degrees 24 minutes right North 170.01 feet to the P Point of Beginning; (3) that part of the following described tract of land that lies within said Section: commence at the Southwest corner of Section 18, Township 22 South, Range 5 West, thence in a Northerly direction along the West boundary of said Section 18 a distance of 813.63 feet to the Point of Beginning of boundary of tract of land herein described, thence turning an angle of 20 degrees 45 minutes to the left in a Northwesterly direction 228.20 feet, thence turning an angle of 90 degrees 00 minutes to the right in a Northeasterly direction along a straight line 552.83 feet to intersection with a line 25.00 feet Northeast of and parallel with the Northeast boundary of right of way conveyed by Tennessee Coal, Iron and Railroad Company to Woodstock and Blocton Railway Company by deed dated April 20, 1929, said intersection being the Point of Beginning of the arc of a curve turning to the right, having a radius of 955.37 feet, being subtended by a central angle of 2 degrees 38 minutes and having a chord 43.90 feet in length, said chord forming an angle of 100 degrees 51 minutes to the right from said straight line, thence Southeasterly along said arc which is 25.00 feet Northeast and parallel to the Northeast boundary of said right of way conveyed to Woodstock and Blocton Railway Company 43.91 feet, thence Southeasterly along a straight line which is tangent to said arc and is 25.0 feet Northeast and parallel to said Northeast boundary of right of way conveyed to

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Woodstock and Blocton Railway company 429.60 feet to the Point of Beginning of the arc of a curve tangent to the next above mentioned straight line said arc turning to the right, having a radius of 732.01 feet, being subtended by a central angle of 13 degrees 49 minutes and having a chord 176.10 feet in length, thence Southeasterly along said arc which is 25.00 feet Northeast of said Northeast boundary of right of way conveyed to Woodstock and Blocton Railway Company 176.52 feet, thence turning an angle of 70 degrees 55 minutes 30 seconds to the right from said chord in a Southwesterly direction 396.49 feet, thence turning an angle of 90 degrees 00 minutes to the right in a Northwesterly direction 401.30 feet to the Point of Beginning; (4) commence at the Southeast corner of the South-East quarter of South-West quarter of Section 18, Township 22 South, Range 5 West, thence in a Northerly direction along the East boundary of said quarter-quarter Section 990.36 feet to a point on the center line of a creek as it presently exists, said point being the Point of Beginning of tract herein described; thence continuing along last described course along the East boundary of said quarter-quarter Section 299.79 feet to the point of intersection with the center line of a paved road, thence turning an angle of 152 degrees 42 minutes 10 seconds to the left in a Southwesterly direction along the center line of said paved road 330.01 feet to the Point of Beginning of a curve to the right, said curve having a radius of 229.28 feet and being subtended by a central angle of 30 degrees 33 minutes 20 seconds, thence in a Southwesterly direction along the arc of said curve which is the center line of said paved road 122.27 feet, thence in a Southwesterly direction along a straight line tangent to said curve and the center line of said paved road 138.23 feet to the Point of Beginning of a curve to the left, said curve having a radius of 325.08 feet and being subtended by a central angle of 30 degrees 40 minutes 05 seconds, thence in a Southwesterly direction along the arc of said curve which is the center line of said paved road 174.00 feet, thence in a Southwesterly direction along a straight line tangent to said curve and the center line of said paved road 25.00 feet, thence turning an angle of 57 degrees 55 minutes 33 seconds to the right in a Southwesterly direction 561.68 feet to the point of intersection with the center line of Bibb County Road No. 21, thence turning an angle of 93 degrees 09 minutes 55 seconds to the left in a Southeasterly direction along the center line of said Bibb County Road, 575.12 feet to the point of intersection with the center line of Blocton-Piper Road, thence turning an angle of 86 degrees 39 minutes 00 seconds to the left in a Northeasterly direction along the center line of said Blocton-Piper Road 588.02 feet to the Point of Beginning of a curve to the right, said curve having a radius of 3,125.36 feet and being subtended by a central angle of 2 degrees 51 minutes 00 seconds, thence in a Northeasterly direction along the arc of said curve which is the center line of said Blocton-Piper Road 155.46 feet, thence turning an angle of 75 degrees 34 minutes 05 seconds to the left from the chord of said curve in a Northeasterly direction 152.40 feet, thence turning an angle of 18 degrees 25 minutes 05 seconds to the right in a Northeasterly direction 64.84 feet to a point on the center line of a creek as it presently exists, thence turning an angle of 24 degrees 10 minutes 55 seconds to the left in a Northeasterly direction along the center line of said creek as it presently exists 186.89 feet, thence turning an angle of 9 degrees 30 minutes 40 seconds to the

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		right in a Northeasterly direction along the center line of said creek as it presently exists 185.26 feet, thence turning an angle of 13 degrees 38 minutes 20 seconds to the left in a Northerly direction along the center line of said creek as it presently exists 106.06 feet, thence turning an angle of 18 degrees 24 minutes 30 seconds to the right in a Northeasterly direction along the center line of said creek as it presently exists 180.60 feet, thence turning an angle of 34 degrees 38 minutes 15 seconds to the right in a Northeasterly direction along the center line of said creek as it presently exists 31.43 feet to the Point of Beginning; (5) that part of the following described tract that lies within Section 18, commence at the Southwest corner of said Section 18, thence in a Northerly direction along the West boundary of said Section 18 a distance of 813.63 feet, thence turning an angle of 20 degrees 45 minutes to the left in a Northwesterly direction 228.20 feet to a point which is the Northwest corner of a tract of land conveyed by United States Steel Corporation to Town of West Blocton, Alabama (West Blocton Tract) by deed dated Aught 11, 1972 and the Point of Beginning of a tract of land herein described, thence in a straight line along a projection of last said course 937.94 feet; thence turning an angle of 81 degrees 23 minutes 12 seconds to the right in a Northeasterly direction 219.43 feet to intersection with a line 25.0 feet northeast of and parallel to the northeast boundary of right of way conveyed by Tennessee Coal, Iron and Railroad Company to Woodstock and Blocton Railway Company (now Southern Railway Company) by deed dated April 20, 1929, thence turning an angle of 64 degrees 53 minutes 36 seconds to the right in a Southeasterly direction along a line which is 25.0 feet Northeast of and parallel to the Northeast boundary of said right of way conveyed to Woodstock and Blocton Railway Company 339.09 feet to the Point of Beginning of the arc of a curve turning to the right, said arc having a radius of 955.37 feet and being subtended by a central angle of 43 degrees 15 minutes 01 second, thence Southeasterly along said arc which is 25.0 feet Northeast of and parallel to said Northeast boundary of right of way conveyed to Woodstock and Blocton Railway Company 721.17 feet to a point which is the Northeast corner of said West Blocton Tract, thence in a Southwesterly direction along the Northern boundary of said West Blocton Tract 552.83 feet to the Point of Beginning. Subject to a non-exclusive 60.0 foot wide easement on the lands described in said Section to serve the adjoining lands of United States Steel Corporation for the purpose of providing ingress and egress to serve the adjoining lands of United States Steel Corporation and its successors and assigns intersecting with Bibb County Road #24 and crossing the following quarter-quarter Section: the South-East quarter of the South-East quarter, as shown on map labeled Exhibit 1.
18	19	The North three-quarters of the West half less and except the following described tracts: (1) the East half of the South-East quarter of the North-West quarter; (2) a tract of land in the North half of the North-West quarter described as follows: Begin at the Northwest corner of the East half of the East half of the North-East quarter of the North-West quarter, thence South and parallel to the East boundary of said quarter-quarter to a point on the South boundary of said quarter-quarter, thence West along the South boundary to the center line of Caffee Creek, thence North and West

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along the center line of Caffee Creek to the intersection of the North boundary of Section 19, thence East along the North boundary to the Point of Beginning; (3) the South-East quarter of the South-East quarter of the North-East quarter of the North-West quarter; (4) and a tract lying within the North-East quarter of the South-West quarter described as follows: Begin at the intersection of the Western right of way boundary of the Southern Railroad and the North boundary of said quarter-quarter, thence South along said Western boundary to the intersection of Caffee Creek, thence Northwesterly along Caffee Creek to the North boundary of said quarter-quarter, thence East along the North boundary to the Point of Beginning; (5) a tract of land in the South-West quarter of the North-West quarter described as follows: commence at the Northwest corner of the Section 19 thence south along the West boundary 1,761.40 feet, thence turn an angle of 119 degrees 55 minutes to the left in a northeasterly direction a distance of 392.70 feet to the Point of Beginning of a tract herein described, thence turn an angle of 78 degrees 35 minutes to the right in a southeasterly direction 231.33 feet, thence turn an angle of 78 degrees 35 minutes to the left in a northeasterly direction 250.00 feet, thence turn an angle of 101 degrees 25 minutes to the left in a northwesterly direction 231.33 feet, thence turn an angle of 78 degrees 35 minutes to the left in a southwesterly direction 250.00 feet to the Point of Beginning.

The North-West quarter of the North-East quarter less and except the following described tracts: (1) a tract of land in the North-West quarter of the North-East quarter described as follows: commence at the Northwest corner of said quarter-quarter, thence East along the North boundary 199.0 feet, thence South and parallel with the West boundary of said quarter-quarter 516.50 feet to the Point of Beginning of a tract herein described, thence East and parallel with the North boundary of said quarter-quarter a distance of 150.0 feet, thence South and parallel with the West boundary of said quarter-quarter a distance of 400.0 feet, thence West and parallel with said North boundary 150.0 feet, thence North and parallel to the East boundary 400.0 feet to the Point of Beginning; (2) a tract of land in the North-West quarter of the North-East quarter described as follows: commence at the Northwest corner of said quarter-quarter, thence east along the North boundary of said quarter-quarter a distance of 399.0 feet, thence South and parallel to the West boundary 916.5 feet to the Point of Beginning of a tract herein described, thence North and parallel with the West boundary of said quarter-quarter 50.0 feet, thence East and parallel with the North boundary of said quarter-quarter 150.0 feet; thence South and parallel to the West boundary 50.0 feet, thence West and parallel to the North boundary 150.0 feet to the Point of Beginning; (3) the South half of South half of the North-West quarter of the North-East quarter.

Bibb County**Township 22 South, Range 6 West**

Tract	Section	
28	12	The North-West quarter of the North-East quarter; the South-East quarter of the North-East quarter; the South-East quarter of the Section except the following described tract: Begin at the Northwest corner of said South-



		East quarter, thence East along the North boundary 306.30 feet, thence turning an angle of 81 degrees 42 minutes to the right Southeast along a line parallel with the West side of and 50.00 feet distant from the center line of the main tract of the Woodstock & Blocton Railroad Company 644.00 feet, thence turning an angle of 79 degrees 27 minutes to the right Southwest 420.30 feet to the West boundary of said South-East quarter, thence North along said West boundary 773.00 feet to the Point of Beginning.
29	13	The North-East quarter except the following described tract: commence at the Southwest corner of the North-East quarter, thence East along the South boundary 50.0 feet to the Point of Beginning of a tract herein described, thence turn left 90 degrees 02 minutes 30 seconds in a Northerly direction 661.7 feet, thence turn right 90 degrees 02 minutes 30 seconds in a Easterly direction 690.0 feet, thence turn right 89 degrees 57 minutes 30 seconds in a Southerly direction a distance of 661.7 feet to the South boundary of the North-East quarter, thence West along the South boundary 690.0 feet to the Point of Beginning; and also except the following three tracts in the North-East quarter described as follows: Tract 1: commence at the Southeast corner of said Section 13, marked by a found 3 inch capped pipe, thence N03 degrees 33 minutes 00 second W a distance of 2956.83 feet to a point in the centerline of Bibb County Highway #37 (Griffentown Road), marked by a set railroad spike, thence leaving said centerline and run S41 degrees 39 minutes 42 seconds W a distance of 48.79 feet to a set 1 1/2 inch capped pipe stamped "APCO", thence continue the same bearing a distance of 423.79 feet to a set 1 1/2 inch capped pipe stamped "APCO", thence N01 degrees 49 minutes 47 seconds W a distance of 192.80 feet to a point, thence continue the same bearing a distance of 263.99 feet to a point, said point being the Point of Beginning of the hereinafter described Tract 1, thence continue the same bearing a distance of 193.73 feet to a set 1 1/2 inch capped pipe stamped "APCO", thence N88 degrees 11 minutes 23 seconds E a distance of 259.86 feet to a set 1 1/2 inch capped pipe stamped "APCO" (Witness Monument), thence continue the same bearing a distance of 40.15 feet to a point in the centerline of Bibb County Highway #37 (Griffentown Road), marked by a set railroad spike, thence along the centerline of said Bibb County Highway #37 (Griffentown Road), the following chord bearings and chord distances: S7 degrees 13 minutes 19 seconds E a distance of 8.72 feet to a point; S4 degrees 17 minutes 57 seconds E a distance of 37.33 feet to a point; S4 degrees 53 minutes 17 seconds E a distance of 35.73 feet to a point; S4 degrees 34 minutes 00 seconds E a distance of 25.73 feet to a point, thence leaving said highway centerline and run S57 degrees 22 minutes 09 seconds W a distance of 67.63 feet to a point, thence Southwesterly a chord bearing of S60 degrees 56 minutes 38 seconds W and a chord distance of 69.23 feet along a tangential curve concave to the

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northwest (curve to the right) having a radius of 554.98 feet to a point, thence S64 degrees 31 minutes 04 seconds W a distance of 7.20 feet to a point, thence Westerly a chord bearing of S82 degrees 43 minutes 32 seconds W and a chord distance of 180.17 feet along a tangential curve concave to the north (curve to the right) having a radius of 288.27 feet to the Point of Beginning. All bearings based on the Alabama State Plane West Zone Grid North.

Tract 2: Commence at the Southeast corner of said Section 13, marked by a found 3 inch capped pipe, thence N3 degrees 33 minutes 00 seconds W a distance of 2,956.83 feet to a point in the centerline of Bibb County Highway #37 (Griffentown Road), marked by a set railroad spike, thence leaving said centerline and run S41 degrees 39 minutes 42 seconds W a distance of 48.79 feet to a set 1 1/2 inch capped pipe stamped "APCO", thence continue the same bearing a distance of 423.79 feet to a set 1 1/2 inch capped pipe stamped "APCO", thence N1 degree 49 minutes 47 seconds W a distance of 192.80 feet to a point, said point being the **Point of Beginning** of the hereinafter described Tract 2, thence continue the same bearing a distance of 263.99 feet to a point, thence Easterly a chord bearing of N82 degrees 43 minutes 32 seconds E and a chord distance of 180.17 feet along a non-tangential curve concave to the north (curve to the left) having a radius of 288.27 feet to a point, thence N64 degrees 31 minutes 04 seconds E a distance of 7.20 feet to a point, thence Northeasterly a chord bearing of N60 degrees 56 minutes 38 seconds E and a chord distance of 69.23 feet along a tangential curve concave to the Northwest (curve to the left) having a radius of 554.98 feet to a point, thence N57 degrees 22 minutes 09 seconds E a distance of 67.63 feet to a point in the centerline of Bibb County Highway #37 (Griffentown Road), thence along the centerline of said Bibb County Highway #37 (Griffentown Road), the following chord bearings and chord distances:

S4 degrees 43 minutes 37 seconds E a distance of 43.35 feet to a point; S5 degrees 12 minutes 04 seconds E a distance of 35.42 feet to a point; S8 degrees 03 minutes 42 seconds E a distance of 33.69 feet

to a point, thence leaving said highway centerline and run South 57°16'07" West a distance of 227.58 feet to a point, thence Southwesterly a chord bearing of S42 degrees 26 minutes 59 seconds W and a chord distance of 169.35 feet along a tangential curve concave to the Southeast (curve to the left) having a radius of 328.88 feet to the Point of Beginning. All bearings based on the Alabama State Plane West Zone Grid North.

Tract 3: Commence at the Southeast corner of said Section 13, marked by a found 3 inch capped pipe, thence N3 degrees 33 minutes 00 seconds W a distance of 2,956.83 feet to a point in the centerline of Bibb County Highway #37 (Griffentown Road), marked by a set railroad spike, said point being the **Point of Beginning** of the hereinafter described Tract 3, thence leaving said highway centerline and run S41 degrees 39 minutes 42 seconds W a distance of 48.79 feet to a set 1 1/2 inch capped pipe stamped "APCO" (Witness Monument), thence continue the same bearing a distance of 423.79 feet to a set 1 1/2 inch capped pipe stamped "APCO", thence N1 degrees 49 minutes 47 seconds W a distance of 192.80 feet to a

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point, thence Northeasterly a chord bearing of N42 degrees 26 minutes 59 seconds E and a chord distance of 169.35 feet along a non-tangential curve concave to the southeast (curve to the right) having a radius of 328.88 feet to a point, thence N57 degrees 16 minutes 07 seconds E a distance of 227.58 feet to a point in the centerline of Bibb County Highway #37 (Griffentown Road), thence along the centerline of said Bibb County Highway #37 (Griffentown Road), the following chord bearings and chord distances: South 08 degrees 17 minutes 57 seconds East a distance of 33.42 feet, South 10 degrees 27 minutes 15 seconds East 22.65 feet to the Poont of Beginning; the North-West quarter except the following described tract: Begin at the Southwest corner of said North-West quarter, thence in a Northerly direction along the West boundary of said Section a distance of 1,146.78 feet to an intersection with the center line of a road, thence turn an angle of 61 degrees 49 minutes 54 seconds to the right in a Northeasterly direction a distance of 83.19 feet, thence turn an angle of 39 degrees 00 minutes 12 seconds to the right in a Southeasterly direction along the center line of said road a distance of 178.83 feet to a Point of Beginning of the arc of a curve tangent to said straight line, said arc turning to the right and having a radius of 165.0 feet and being subtended by a central angle of 43 degrees 13 minutes 36 seconds, thence in a Southeasterly direction along said arc which is the center line of said road 124.48 feet, thence in a Southeasterly direction along a straight line tangent to said arc which is the center line of said road 167.20 feet, thence turn an angle of 38 degrees 39 minutes 54 seconds to the right in a Southerly direction 639.67 feet, thence turn an angle to the left 3 degrees 45 minutes 36 seconds in a Southerly direction 258.27 feet to the South boundary of the North-West quarter, thence west along the South boundary 421.25 feet to the Point of Beginning; the South-East quarter except the following described seven (7) tracts: (1) Begin at the Northwest corner of the North-West quarter of the South-East quarter; thence East along the North boundary 790.00 feet, thence turning an angle of 89 degrees 57 minutes 30 seconds to the right South 550.0 feet, thence turning an angle of 89 degrees 57 minutes 30 seconds to the left East 536.29 feet to the East boundary of said quarter-quarter Section, thence turning an angle of 89 degrees 54 minutes to the right South along said East boundary and also along the East boundary of the South-West quarter of the South-East quarter 860.30 feet, thence turning an angle of 49 degrees 55 minutes to the right Southwest 853.93 feet, thence turning an angle of 45 degrees 46 minutes 30 seconds to the right Northwest 177.33 feet, thence turning an angle of 96 degrees 18 minutes to the left South 156.30 feet, thence turning an angle of 10 degrees 45 minutes to the left Southeast 40.34 feet, thence turning an angle of 29 degrees 55 minutes to the right Southwest 216.70 feet, thence turning an angle of 87 degrees 43 minutes to the right Northwest 234.23 feet, thence turning an angle of 106 degrees 06 minutes to the left South 146.10 feet, thence turning an angle of 90 degrees to the right west 215.00 feet to the West boundary of said South-West quarter of the South-East quarter, thence turning an angle of 90 degrees to the right North 2,426.15 feet along said West boundary and also along the West boundary of the North-West quarter of the South-East quarter to Point of Beginning;

(2) commence at the Northwest corner of the North-East quarter of the

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South-East quarter, thence South along the West boundary of said quarter-quarter a distance of 550.0 feet to the Point of Beginning of a tract herein described, thence continue South along the West line 550.0 feet, thence run East and parallel to the North boundary of said quarter-quarter a distance of 400.0 feet, thence turn left and run North and parallel to the West boundary 550.0 feet, thence turn left and run parallel to the South boundary 400 feet to the Point of Beginning; (3) that part of the South half of the South-East quarter described as follows: commence at the Northeast corner of the South-West quarter of the South-East quarter, thence South along the East boundary of said quarter-quarter section 65.34 feet to the Southeast boundary of Main Street, this being Point of Beginning of said excepted tract, thence turning an angle of 49 degrees 55 minutes to the right Southwest along said Southeast boundary of Main Street 853.93 feet, thence turning an angle of 45 degrees 46 minutes 30 seconds to the right West along the South boundary of said Main Street 177.33 feet, thence turning an angle of 96 degrees 18 minutes to the left South 156.30 feet, thence turning an angle of 71 degrees 01 minutes to the left Southeast 350.3 feet, thence turning an angle of 58 degrees 28 minutes to the left northeast 952.36 feet, thence turning an angle of 71 degrees 59 minutes to the left Northwest 66.00 feet, thence turning an angle of 16 degrees 56 minutes to the left Northwest along a straight line 158.00 feet to Point of Beginning of the arc of a curve tangent to said straight line, said arc turning to the left, having a radius of 70.00 feet, and being subtended by a central angle of 91 degrees 05 minutes, thence Northwest, West and Southwest along said arc 111.28 feet, thence Southwest along a straight line tangent to said arc 11.80 feet to Point of Beginning; (4) commence at the Southwest corner of the North-East quarter of South-East quarter, thence Northeast along a line forming an angle of 88 degrees 18 minutes with the West boundary of said quarter-quarter Section 139.90 feet to Point of Beginning of boundary of tract herein excepted, thence turning an angle of 39 degrees 10 minutes to the left Northeast 150.20 feet, thence turning an angle of 89 degrees 56 minutes to the right Southeast 150.2 feet, thence turning an angle of 90 degrees 04 minutes to the right Southwest 150.20 feet, thence turning an angle of 89 degrees 56 minutes to the right Northwest 150.20 feet to the Point of Beginning; (5) commence at the Southeast corner of said Section 13, thence in a Westerly direction along the South boundary of said Section 897.82 feet to intersection with the center line of right of way for the Blocton-Piper Road, thence turning an angle of 38 degrees 06 minutes to the right in a Northwesterly direction along a straight line which is the center line of said right-of-way 362.40 feet to the Point of Beginning of boundary of tract of land herein described, thence leaving the center line of said Blocton-Piper Road and continuing in a Northwesterly direction along said straight line 139.79 feet to the Point of Beginning of the arc of a curve tangent to said straight line, said arc turning to the right, having a radius of 1,413.38 feet, and being subtended by a central angle of 6 degrees 04 minutes 30 seconds; thence Northwesterly along a straight line tangent to said arc 24.90 feet; thence turning an angle of 95 degrees 23 minutes 30 seconds to the right in a Northeasterly direction 582.41 feet to intersection with the center line of a public road, thence turning an angle of 111 degrees 10 minutes to the right in a Southeasterly direction along the center line of said road 332.56 feet,

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		thence turning an angle of 68 degrees 50 minutes to the right in a Southwesterly direction 410.36 feet to the Point of Beginning; (6) commence at the Southeast corner, thence North along the East boundary 813.63 feet to the Point of Beginning of a tract herein described, thence turn an angle of 20 degrees 45 minutes to the left in a Northwesterly direction a distance of 1,166.14 feet, thence turn an angle of 81 degrees 23 minutes 12 seconds to the right in a Northeasterly direction 219.43 feet to a point 25 feet East of the Eastern edge of a right-of-way conveyed to the Woodstock and Blocton Railway Company, thence turn an angle of 64 degrees 53 minutes 36 seconds to the right in a Southeasterly direction parallel to the Eastern edge of said right-of-way to the intersection with the East boundary of Section 13, thence South along the East boundary to the Point of Beginning; (7) commence at the South-East corner of Section 13, thence in a Westerly direction along the South boundary of said Section 897.82 feet to the intersection with the center line of a right-of-way for a public road (Blocton-Piper Road), thence turning an angle of 38 degrees 06 minutes 00 seconds to the right in a Northwesterly direction along center line of said Blocton-Piper Road 362.40 feet to the most Southerly corner of a tract of land conveyed to David Pickett and wife, Fanny Sue Pickett, by deed dated March 9, 1970, thence leaving the center line of said Blocton-Piper Road continuing in a Northwesterly direction 139.79 feet along the center line of a public road (Main Street) to the point of a curve to the right, said curve having a radius of 1,413.38 feet, being subtended by a central angle of 6 degrees 04 minutes 30 seconds, thence in a Northwesterly direction along the arc of said curve 149.86 feet, thence in a Northwesterly direction along a straight line tangent to said curve 24.90 feet to a point on the center line of Main Street, said point being the Point of Beginning of a tract herein described, thence continuing in a Northwesterly direction 15 feet to the point of a curve to the left, said curve having a radius of 2,364.63 feet, being subtended by a central angle of 3 degrees 38 minutes 00 seconds, thence in a Northwesterly direction along the arc of said curve and center line of said Main Street 149.95 feet, thence in a Northwesterly direction along a straight line tangent to said curve which is the center line of said Main Street 210.03 feet, thence turning an angle of 99 degrees 01 minute 30 seconds to the right in a Northeasterly direction 739.01 feet to the intersection with the center line of a public road, thence turning an angle of 111 degrees 10 minutes 00 seconds to the right in a Southeasterly direction 318.49 feet along the center line of said public road, thence turning an angle of 68 degrees 50 minutes 00 seconds to the right in a Southwesterly direction a distance of 582.41 feet to the Point of Beginning.
30	14	The West half of the South-East quarter except the following five (5) tracts: (1) Begin at the Southwest corner of the North-West quarter of the South-East quarter of Section 14, thence in a Northerly direction along the West boundary of said quarter-quarter Section 665.10 feet, thence turning an angle of 90 degrees 02 minutes 14 seconds to the right in an Easterly direction 740.08 feet, thence turning an angle of 89 degrees 57 minutes 46 seconds to the right in a Southerly direction 665.16 feet to a point on the South boundary of said quarter-quarter Section, thence in a Westerly direction along said South boundary 740.09 feet to the Point of Beginning;

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(2) commence at the Southwest corner of said South-West quarter of the South-East quarter of Section 14, thence in an Easterly direction along the South boundary of said South-West quarter of South-East quarter 25.0 feet, thence turning an angle of 90 degrees 08 minutes to the left in a Northerly direction along a line 25.0 feet East of and parallel with the West boundary of said South-West quarter of South-East quarter 220.0 feet, thence turning an angle of 90 degrees 00 minutes to the right in an Easterly direction 105.40 feet to the Point of Beginning of boundary of the tract of land herein described, thence turning an angle of 90 degrees 00 minutes to the left in a Northerly direction 100.00 feet, thence turning an angle of 90 degrees 00 minutes to the right in an Easterly direction 150.0 feet, thence turning an angle of 90 degrees 00 minutes to the right in a Southerly direction 150.0 feet, thence turning an angle of 90 degrees 00 minutes to the right in a Westerly direction 150.0 feet, thence turning an angle of 90 degrees 00 minutes to the right in a Northerly direction 50.0 feet to the Point of Beginning; (3) commence at the Southeast corner of the South-West quarter of the South-East quarter, thence West along the South line of said quarter-quarter 83.34 feet to a point on the center line of a public road also known as Centerville Road, said point being the Point of Beginning of a tract herein described, thence West along the last described course 244.90 feet to a point, thence turn 90 degrees right North 385.18 feet to a point on the center line of a road, thence East along the center line of said road to the intersection of the center line of said Centerville Road, thence South along center line of Centerville Road to South line of quarter-quarter to the Point of Beginning; (4) Begin at the Southeast corner of said South-West quarter of South-East quarter of Section 14, thence in a Northerly direction along the East boundary of said South-West quarter of South-East quarter 102.0 feet to the Point of Beginning of boundary of tract of land herein described, thence continuing in a Northerly direction along said East boundary 208.0 feet, thence turning an angle of 89 degrees 49 minutes to the left in a Westerly direction along a straight line 70.80 feet to intersection with the center line of a public road, said intersection being the Point of Beginning of the arc of a curve turning to the left, having a radius of 677.63 feet, being subtended by a central angle of 17 degrees 46 minutes 20 seconds and having a chord of 209.33 feet in length, said chord forming an angle of 83 degrees 32 minutes to the left from said straight line, thence Southwesterly and thence Southerly along said arc which is the center line of said public road 210.19 feet, thence turning an angle of 96 degrees 28 minutes to the left from said chord in an Easterly direction 95.03 feet to the Point of Beginning; (5) Begin at the Southeast corner of said South-West quarter of the South-East quarter of Section 14, thence in a Westerly direction along the South boundary of said South-West quarter of South-East quarter 83.34 feet to intersection with the center line of a public road, said intersection being the Point of Beginning of the arc of a curve turning to the right having a radius of 708.85 feet, being subtended by a central angle of 04 degrees 01 minute 45 seconds and having a chord of 49.85 feet in length, said chord forming an angle of 81 degrees 05 minutes to the right from the South boundary of said South-West quarter of the South-East quarter, thence Northerly along said arc which is the center line of said public road 49.85 feet to the Point of Beginning of the arc of another curve turning to the right, said arcs

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		having a common tangent, said last mentioned arc having a radius of 677.63 feet, being subtended by a central angle of 04 degrees 28 minutes 40 seconds and having a chord 52.86 feet in length, thence Northerly along said arc which is the center line of said public road 52.96 feet, thence turning an angle of 94 degrees 38 minutes 30 seconds to the right from said chord in an Easterly direction 95.03 feet to intersection with the East boundary of said South-West quarter of the South-East quarter, thence turning an angle of 89 degrees 49 minutes to the right in a Southerly direction along said East boundary 102.0 feet to the Point of Beginning.
31	22	The South half of the Section except the North-East quarter of the South-East quarter.
32	23	A tract of land described as follows: commence at the Northwest corner of the North-West quarter of the South-West quarter, thence South along the West boundary of said Section 1,510.97 feet to the Point of Beginning of a tract herein described, said point being the center line of a public road, thence turn an angle of 62 degrees 44 minutes 18 seconds to the left in a Southeasterly direction along a straight line which is the center line of said public road 118.89 feet to Point of Beginning of the arc of a curve tangent to said straight line, said arc turning to the right, having a radius of 2,864.93 feet and being subtended by a central angle of 4 degrees 13 minutes, thence in a Southeasterly direction along said arc which is the center line of said public road 210.84 feet, thence in a Southeasterly direction along a straight line tangent to said arc which is the center line of said public road 20.27 feet, thence turning an angle of 101 degrees 35 minutes 09 seconds to the left in a Northeasterly direction 1,573.00 feet, thence turning an angle of 65 degrees 08 minutes 45 seconds to the right in a Northeasterly direction 525.00 feet to intersection with the center line of right of way for a public road (Alabama Highway No. 5) conveyed by United States Steel Corporation to State of Alabama by deed dated September 19, 1958, thence turning an angle of 86 degrees 34 minutes 48 seconds to the left in a Northerly direction along a straight line which is the center line of said Alabama Highway No. 5 900.68 feet to Point of Beginning of the arc of a curve tangent to said straight line, said arc turning to the left, having a radius of 5,729.65 feet, being subtended by a central angle of 6 degrees 13 minutes 09 seconds and having a chord of 621.61 feet in length, thence Northerly and thence Northwesterly along said arc which is the center line of said right of way 621.92 feet to intersection with center line of right of way for Bibb County Highway No. 24, thence Easterly and Northeasterly along said center line 2,150.0 feet, more or less, to Northwest corner of Victory Baptist Church Property, thence Southeasterly along the West boundary of said Church property and the West boundary of Bibb County Board of Education Property 1,395.69 feet, thence turning an angle of 78 degrees 39 minutes 06 seconds to the left Easterly 503.98 feet to center line of a public road, thence Northeasterly along the center line of said road to a point 350.0 feet South of the South boundary of the North-East quarter of the North-East quarter, thence turn an angle of 71 degrees 37 minutes to the right in a Easterly direction 1,442.74 feet along a line 350.00 feet South of and parallel to the

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		South boundary of the North-East quarter of the North-East quarter to the East boundary of said Section, thence South along said East boundary to the Southeast corner of said Section, thence West along the South boundary 210.29 feet, thence turn an angle 90 degrees 00 minutes to the right in a Northerly direction 200.0 feet, thence turn an angle of 90 degrees 00 minutes to the left in a Westerly direction 400.0 feet, thence turn an angle of 90 degrees 00 minutes to the left in a Southerly direction 200.00 feet to the South boundary of said Section, thence West along the South boundary of said Section to the Southwest Section corner; thence North along the West boundary to the Point of Beginning, except a tract in the South-West quarter described as follows: commence at the Southwest corner of the North-East quarter of the South-West quarter, thence East along the South boundary of said quarter-quarter to the Eastern right-of-way of State Highway No. 5 also the Point of Beginning of a tract herein described, thence North along the Eastern right-of-way 230 feet, more or less, thence turn an angle of 90 degrees 00 minutes to the right in an Easterly direction a distance 440 feet, more or less, thence turn an angle 90 degrees 00 minutes to the right a distance of 230 feet, more or less, to the South boundary of the North-East quarter of the South-West quarter, thence turn right 45 degrees 00 minutes in a Southwesterly direction 600 feet, more or less, to the Eastern right-of-way of Highway No. 5, thence turn to the right along the Eastern right-of-way in a Northerly direction to the Point of Beginning; and a tract of land in the North-West quarter of the North-East quarter described as follows: Begin at the Northwest corner of the North-West quarter of the North-East quarter thence East along the North boundary of said quarter-quarter 25.00 feet to the center line of an easement conveyed by United States Steel Corporation to the Town of West Blocton by deed dated September 2, 1966 and also the Point of Beginning, thence turn South along said center line 43.44 feet to the intersection of the center line of public road, thence Southeasterly along said center line of road 639.72 feet to a point of intersection with the center line of Bibb County Road No. 24, thence Easterly along the center line of said County Road 400 feet, more or less to the West boundary of a tract conveyed to Milton and Julia McKinney by United States Steel Corporation on October 31, 1967, thence North along said West boundary to the North Section line of said Section, thence West along the North boundary to the Point of Beginning. Subject to a non-exclusive 60.0 foot wide easement on the lands described in said Section to serve the adjoining lands of United States Steel Corporation for the purpose of providing ingress and egress to serve the adjoining lands of United States Steel Corporation and its successors and assigns intersecting with Alabama State Highway # 5 and crossing the following quarter-quarter Section: the South-East quarter of the South-West quarter, as shown on map labeled Exhibit 1.
33	24	The North half of the Section except the following three tracts (3) tracts: (1) Begin at the Northwest corner of said Section thence East along the North boundary 1,399.00 feet; thence turn an angle 89 degrees 46 minutes to the right 481.0 feet, more or less to the center line of Little Ugly Creek, thence generally Southwesterly along the meander of the center line of Little Ugly Creek to the West boundary of said Section; thence turn right

		in a Northern direction along said West boundary to the Point of Beginning; (2) commence at the Southeast corner of the North-West quarter of the North-East quarter, thence North along the East boundary of the North-West quarter of the North-East quarter 100.00 feet to the Point of Beginning, thence run North 89 degrees 50 minutes 07 seconds West in a Westerly direction 500.00 feet, thence run North 00 degrees 17 minutes 37 seconds West 610.00 feet, thence run in an easterly direction South 89 degrees 50 minutes 07 seconds East 930.00 feet, thence run in a Southerly direction South 00 degrees 17 minutes 13 seconds East 610.00 feet, thence run in a Westerly direction North 89 degrees 50 minutes 07 seconds West 430.00 feet to the Point of Beginning; (3) Begin at a point on the North Section line 1639.57 feet East of the Northwest Section corner, thence East along said Section line 365.05 feet, thence turn an angle of 111 degrees 53 minutes 57 seconds to the right in a Southwesterly direction 273.76 feet, thence turn an angle of 20 degrees 10 minutes 54 seconds to the right in a Southwesterly direction 154.81 feet, thence turn an angle of 49 degrees 11 minutes 56 seconds to the right in a Westerly direction 36.70 feet, thence turn an angle of 11 degrees 49 minutes 00 seconds to the left in a Westerly direction 29.84 feet, thence turn an angle of 3 degrees 13 minutes 36 seconds to the left in a Westerly direction 154.00 feet, thence turn an angle of 90 degrees 00 minutes to the right in a Northerly direction 340.03 feet to the Point of Beginning. The North half of the South-East quarter except the North-East quarter of the South-East quarter. That portion of the South-West quarter lying West of the centerline of Primitive Ridge Road.
34	25	That portion of the fractional Section lying North of the centerline of Primitive Ridge Road and East of the powerline depicted on the map attached hereto as Exhibit 3.
35	26	The portion of the fractional Section lying West of the centerline of Old Hwy 5 and that portion lying North of the centerline of Primitive Ridge Road.
36	27	Fractions "A" and "B"

Bibb County
Township 24 North, Range 9 East

Tract	Section	
37	1	That portion of the North-West quarter of the Section lying West of the centerline of Truman Aldrich Road except that part of the South-East quarter of the North-West quarter described as follows: Begin at the Southeast corner of said quarter-quarter, thence West along the South boundary of said quarter-quarter section 976.82 feet to intersection with the center line of right of way for a public road, thence turning an angle of 93 degrees 42 minutes 30 seconds to the right Northeast along a straight line which is the center line of said right-of-way 948.50 feet to Point of Beginning of the arc of a curve turning left and having a radius of 1,432.70 feet, said straight line being tangent to said arc, said arc being subtended by a central angle of 13 degrees 13 minutes 30 seconds and having a chord

		330.00 feet in length, thence Northwest along said arc which is the center line of said right of way 331.07 feet to the North boundary of said quarter-quarter Section, thence East along said North boundary 1,008.19 feet to the Northeast corner of said quarter-quarter Section, thence South along the East boundary of said quarter-quarter Section 1,270.27 feet to Point of Beginning.
38	2	The North half of the Section.

Bibb County Magenta - Tracts 45 through 48
Township 21 South, Range 6 West

Tract	Section	
45	11	The following described tracts in Section 11: (1) a tract of land in the North-West quarter of North-West quarter described as follows: Commence at the Southwest corner of said quarter-quarter, thence North along the West boundary of said quarter-quarter 98.96 feet to the Point of Beginning, thence turn an angle to the right 46 degrees 59 minutes 50 seconds 935.57 feet to the center line of a public road (Bibb County Road #12), thence Northwesterly along said center line to the North boundary of said quarter-quarter, thence West along said North boundary to the Northwest corner of said quarter-quarter, thence South along the West boundary to the Point of Beginning; (2) a tract of land in the North-West quarter of North-West quarter described as follows: Begin at the Southeast corner of said quarter-quarter, thence West along the South boundary 601.52 feet to the center line of a public road, thence Northeasterly along said public road to the center line of Bibb County Road #12, thence Southeasterly along said road to the East boundary of said quarter-quarter, thence South along the East boundary to the Point of Beginning; (3) that part of the North-East quarter of North-West quarter, South-East quarter of North-West quarter and South-West of North-East quarter lying South of the center line of Bibb County Road #12; (4) that part of the South-East quarter of North-East quarter and North-East quarter of South-East quarter lying South of the center line of Bibb County Road #12 and West of the West right-of-way boundary of the Alabama Great Southern Railroad Company (AGSRRCO.), except the following described tract: Commence at the Southeast corner of the South-East quarter of the North-East quarter, thence North along the East boundary of said quarter-quarter 625.26 feet to the West right-of-way of the AGSRRCO, thence turn an angle to the left 140 degrees 58 minutes along said right-of-way boundary 634.45 feet to the center line of Bibb County Road #12 also the Point of Beginning, thence continue along the last described course 514.43 feet; thence turn an angle to the right 73 degrees 00 minutes 30 seconds 582.99 feet in a Northwesterly direction, thence turn an angle to the right 96 degrees 03 minutes 650.0 feet in a Northeasterly to the centerline of Bibb County Road #12, thence Southeasterly along said center line to the Point of Beginning; (5) that part of the West half of South-East quarter lying Northwest of the AGSRRCO; (6) East half of South-West quarter; (7) South-West quarter of South-West quarter.

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46	14	A tract of land in the North half of Section described as follows: Commence at the Northeast corner of the North-East quarter, thence West along the North Section boundary 2,660.39 feet to the center line of the Alabama Great Southern Railroad Company (AGSRRCo.) also the Point of Beginning, thence turn an angle to the left of 48 degrees 03 minutes 48 seconds along the center line of the AGSRRCo. 924.18 feet, thence turn an angle to the left 105 degrees 17 minutes 54 seconds in a Southeasterly direction 1,315.66 feet to the center line of a public road, thence Southwest along said center line to the center line of an Alabama Power line right-of-way conveyed by TCI and R.R. Co. to Alabama Power June 3, 1925, thence Northwest along said center line of said right-of-way 464 feet, thence turn an angle to the left 42 degrees 03 minutes 24 seconds in a Westerly direction 1,377.56 feet to the Southeastern right-of-way boundary of the AGSRRCo., thence Southwest along said railroad boundary 1,132.0 feet to the West boundary of said Section, thence North along the West boundary to the Northwest Section corner, thence East along the North Section boundary to the Point of Beginning, less and except the right-of-way of the AGSRRCo; also a tract in the South half of South-West quarter described as follows: Begin at the Southwest Section corner, thence turn an angle to the left from the South Section boundary 60 degrees 16 minutes in a Northeasterly direction 1,250.0 feet, thence turn an angle to the left 7 degrees 00 minutes 71.4 feet to the center line of a public, thence Easterly and Southerly along the center line of said public road to the South boundary of the Section, thence West along the South boundary to the Point of Beginning.
47	22	The North-East quarter of North-East quarter, except the following described tract: Begin at the Northeast corner of said quarter-quarter, thence turn an angle to the left from the North boundary 47 degrees 32 minutes in a Southwesterly direction 476.0 feet, thence turn an angle to the right 116 degrees 48 minutes 376.0 feet to the North boundary of said quarter-quarter, thence East along the North boundary to the Point of Beginning.
48	23	A tract in the North-West quarter described as follows: Commence at the Northeast corner of said quarter, thence West along the North boundary 284.74 feet to the Point of Beginning, thence continue on the last described course to the Northwest Section corner, thence South along the West Section boundary to a point 368.85 feet South of the Northwest corner of the South-West quarter of North-West quarter, thence turn an angle to the left 88 degrees 32 minutes in an Easterly direction 1,002.77 feet, thence turn an angle to the right 88 degrees 38 minutes in a Southerly direction 955.9 feet, thence turn an angle to the left of 88 degrees 31 minutes 30 seconds in an Easterly direction 590.0 feet, more or less, to the center line of a public road, thence Northeasterly along said public road center line to the Point of Beginning.
		Total ~ Township 21 South, Range 6 West

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Bibb County Red - Tracts 50 through 51
Township 21 South, Range 6 West

Tract	Section	
50	1	The Northwest diagonal half of the South-West quarter of the South-West quarter, except the following described triangle: Begin at the Northeast corner of said 20 acre tract thence West 19.96 feet along the North boundary, thence South 19.96 feet to the diagonal line, thence Northeast along the diagonal line 28.23 feet to the Point of Beginning.
51	2	The following described tract: Begin at the Northeast corner of the South-East quarter of the South-East quarter, thence South along the East boundary of said quarter-quarter to the Southeast corner of the Section, thence turning an angle of 100 degrees 05 minutes 47 seconds right Northwest 1,358.98 feet, thence turning an angle of 8 degrees 27 minutes 54 seconds left West 1,205.41 feet, thence turning an angle of 89 degrees 56 minutes right Northerly and parallel to the West boundary of the South-East quarter to the intersection with the North line of the South half of the South-East quarter, thence East along the North line of said half-quarter to the Point of Beginning.

Jefferson County Green – Tracts 52 through 224
Township 17 South, Range 4 West

Tract	Section	
52	7	The North half of the North-East quarter; and that part of the South half of the North-East quarter described as follows: Begin at the Northwest corner of the South half of the North-East quarter, thence Southeasterly along a line projected from the Northwest corner to the Southeast corner for the South-West quarter of the North-East quarter to the center line of Village Creek, thence in a Easterly direction (upstream) along said center line to the intersection with the East boundary of said Section, thence North along the East boundary to the Northeast corner of the South-East quarter of the North-East quarter, thence West along the Northern boundary of the South half of the North-East quarter to the Point of Beginning.
53	8	That part of the Section lying above and north of Bayview Lake and east of Village Creek as it now exists except the following two (2) tracts located in the North-West quarter of the South-West quarter: (1) the North-West quarter of the South-West quarter of said quarter-quarter; (2) that part of the South-West quarter of the North-West quarter of said quarter-quarter lying east of Village Creek and Bayview Lake; subject to a non-exclusive 60.0 foot wide easement previously reserved by United States Steel Corporation on the lands described in said Section, to serve the adjoining lands of United States Steel Corporation for the purpose of providing ingress, egress, and utilities to serve the adjoining lands of United States Steel Corporation and its successors and assigns,

		crossing the following quarter-quarter Sections, the South-East quarter of the North-East quarter, the North-East quarter of the South-East quarter, the North-West quarter of the South-East quarter, the South-West quarter of the South-East quarter, the South-East quarter of the South-West quarter, the North-East quarter of the South-West quarter, and the North-West quarter of the South-West quarter, as shown on map labeled Exhibit 1.
54	9	The West half of the North-East quarter; the West half of Section; the West half of the South-East quarter; the South-East quarter except the North-East quarter of said quarter-quarter; subject to a non-exclusive 60.0 foot wide easement previously reserved by United States Steel Corporation on the lands described in said Section to serve the adjoining lands of United States Steel Corporation for the purpose of providing ingress, egress, and utilities to serve the adjoining lands of United States Steel Corporation and its successors and assigns, intersecting with Tree Haven Road and crossing the following quarter-quarter Sections, the North-West quarter of the North-East quarter, the South-West quarter of the North-East quarter, the South-East quarter of the North-West quarter, the North-East quarter of the South-West quarter, the North-West quarter of the South-West quarter, and the South-west quarter of the North-West quarter, as shown on map labeled Exhibit 2.
55	10	The South-East quarter of the South-East quarter except that part lying Northeast of the centerline of Oakwood Drive; the South-West quarter of the South-East quarter; the South-East quarter of the South-West quarter; that part of the South-West quarter of the South-West quarter described as follows: Begin at the Southeast corner of the South-West quarter of the South-West quarter, thence West along the South boundary of said quarter-quarter a distance of 420.0 feet, thence turn an angle of 89 degrees 59.4 minutes to the right in a northerly direction 210.0 feet, thence turn an angle of 59 degrees 43 minutes to the right in a northeasterly direction 486.3 feet to the East boundary of the South-West quarter of the South-West quarter, thence South along said boundary to the Point of Beginning; that part of the North-East quarter of the South-East quarter lying Southwest of the center line of Oakwood Drive; the North-West quarter of the South-East quarter except that portion lying West of the center line of Aycock Road; that part of the South half of the North-East quarter described as follows: commence at the Northeast corner of the South-West quarter of the North-East quarter, thence South along the East boundary of said quarter-quarter a distance of 681.2 feet, thence turn an angle of 59 degrees 54 minutes to the right in a Southwesterly direction along the Northern boundary of a TCI transmission line 231.2 feet, more or less, to the center line of Oakwood Drive and the Point of Beginning of the tract herein excepted, thence continue along the last described course and along the Northern boundary of a transmission line a distance of 209.6 feet, thence turn an angle of 25 degrees 04 minutes to the right Southwesterly along the Northern boundary of a TCI transmission line 590.0 feet to the center line of the St. Louis – San Francisco Railroad line, thence Southeasterly along said center line to the South boundary of the

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		South half of the North-East quarter, thence East along said South boundary to the center line of Oakwood Drive, thence Northwesterly along the center line of Oakwood Drive to the Point of Beginning.
56	11	The part of the South-West quarter of the South-West quarter lying Southwest of the center line of Oakwood Drive.
57	15	The North half of the North-East quarter; the North half of the North-West quarter; the South-West quarter of the North-West quarter; the West half of the South-West quarter; subject to a non-exclusive 60.0 foot wide easement on the lands described in said Section, previously reserved by United States Steel Corporation to serve the adjoining lands of United States Steel Corporation for the purpose of providing ingress and egress to serve the adjoining lands of United States Steel Corporation and its successors and assigns intersecting with Poplar Lane and crossing the following quarter-quarter Sections, the North-East quarter of the North-East quarter and the North-West quarter of the North-East quarter, as shown on map labeled Exhibit 3.
58	16	The North-East quarter lying above Bayview Lake; the North half of the North-West quarter lying above Bayview Lake; that part of the South-West quarter of the North-West quarter lying above and east of Bayview Lake; the South-East quarter of the North-West quarter lying above Bayview Lake; the East half of the South-West quarter lying above, north and east of Bayview Lake; that part of the North-West quarter of the South-West quarter lying above Bayview Lake except, that part of the North-West quarter of the South-West quarter lying in lots 34 - 40 of the Bayview Subdivision Plat A as recorded in the Bessemer Division of Jefferson County, Book 448, Page 311; that part of the South-West quarter of the South-West quarter lying above, north and west of Bayview Lake; that part of the South-East quarter lying above Bayview Lake.
59	17	That part of the North half of the North-East quarter and the East half of the North-West quarter of the Section lying above and north of Bayview Lake; and a tract of land located in the South half of said Section lying above Bayview Lake described as follows: begin at the Southeast corner of said Section; thence north 2,064.8 feet along the East boundary to the South boundary of Lot #40 of the Bayview Subdivision Plat A as recorded in the Bessemer Division of Jefferson County, Book 448, Page 311; thence turn an angle of 101 degrees 07 minutes to the left in a southwesterly direction 419.20 feet to the western edge of an abandoned railroad right of way; thence turn an angle of 90 degrees 00 minutes to the left in a southeasterly direction along the western right of way of said railroad to the North boundary of the South-East quarter of the South-East quarter; thence turn an angle of 101 degrees 55 minutes 18 seconds to the right along the North boundary of the South-East quarter of the South-East quarter a distance 203.54 feet; thence turn an angle to the left 89 degrees 32 minutes 24 seconds in a southerly direction

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		367.00 feet; thence turn an angle of 89 degrees 32 minutes 24 seconds to the right 399.33 feet to the eastern right of way of Bayview Drive, said point being on a curve to the right having a radius of 305.99 feet and a central angle of 55 degrees 52 minutes, turn to the left in a southwesterly direction a distance of 186.46 feet along the arc of said curve; thence in a southwesterly direction along the eastern right of way of said Bayview Drive a distance of 138.89 feet to the beginning of a curve to the left having a radius of 201.55 feet and a central angle of 31 degrees 09 minutes; thence 109.58 feet along the arc of said curve; thence turn an angle of 74 degrees 25 minutes 30 seconds to the right from the chord of said curve in a northwesterly direction 50.0 feet; thence turn an angle of 42 degrees 54 minutes to the right in a northwesterly direction 383.9 feet; thence turn an angle of 18 degrees 19 minutes to the left in a northwesterly direction 350.9 feet; thence turn an angle of 15 degrees 50 minutes to the left in a northwesterly direction 400.0 feet, more or less, to the center line of Mulga School - Bayview Road; thence in a southwesterly direction along the center line of said road to the South boundary of Section 17; thence turn to the left and run east along the South boundary of said Section to the Southwest corner of the South-East quarter of the South-East quarter; thence continue east on the last described course 34.50 feet to the center line of Bayview Drive; thence turn to the left in a northwesterly direction along said center line to a point 107.25 feet north of the South boundary of Section 17; thence turn to the right and run east and parallel to the South boundary 1,002.37 feet; thence turn 91 degrees 02 minutes to the right in a southerly direction 107.25 feet to a point on the South boundary of Section 17; thence turn to the left and run east along the South boundary to the point of beginning.
60	20	Two (2) tracts of land in the North half of the North-East quarter: (1) begin at the Northwest corner of the North-West quarter of the North-East quarter; thence south along the West boundary of said quarter-quarter to the Southwest corner; thence east along the South boundary of said quarter-quarter to a point 841.44 feet west of the Southeast corner of said quarter-quarter; thence turn an angle of 90 degrees 53 minutes 54 seconds to the left in a northerly direction 1,001.23 feet; thence turn an angle of 90 degrees 57 minutes 30 seconds to the right a distance of 905.05 feet to the center line of Bayview Drive; thence turn an angle of 96 degrees 02 minutes 30 seconds to the left along the center line of Bayview Drive a distance of 434.81 feet to the North boundary of Section 20; thence turn to the left along the North boundary of said Section to the point of beginning; except a tract described as follows: commence at the Southwest corner of the North- West quarter of the North-East quarter; thence north along the West boundary of said quarter-quarter 311.36 feet; thence 97 degrees 50 minutes to the right in a southeasterly direction 54.9

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		feet to the point of beginning; thence continue on the last described course a distance of 125.0 feet; thence turn an angle of 90 degrees 00 minutes to the left in a northeasterly direction 125.0 feet; thence turn an angle of 90 degrees 00 minutes to the left in a northwesterly direction 125.0 feet; thence turn an angle of 90 degrees 00 minutes to the left in a southwesterly direction 125.00 feet to the point of beginning; (2) a tract of land in the North-East quarter of the North-East quarter above Bayview Lake described as follows: begin at the Northeast corner of said quarter-quarter; thence west along the North boundary of said quarter-quarter a distance of 299.0 feet; thence turn an angle of 91 degrees 02 minutes to the left in a southerly direction 107.25 feet; thence turn an angle of 88 degrees 58 minutes to the right in a westerly direction 429.0 feet; thence turn an angle of 91 degrees 02 minutes to the left in a southerly direction 858.54 feet to the center line of the Mulga Loop Road; thence turn an angle of 78 degrees 17 minutes 08 seconds to the right along the center line of said road a distance of 190.05 feet to the point of beginning of the arc of a curve tangent to said straight line, said arc turning to the left, having a radius of 955.37 feet and begin subtended by a central angle of 25 degrees 32 minutes; thence southwesterly along the arc which is the center line of said road 425.75 feet; thence southwesterly along a straight line tangent to said arc which is also the center line of said road 9.11 feet to the West boundary of said quarter-quarter; thence south along the West boundary to the Southwest corner of said quarter-quarter; thence east along the South boundary to the Southeast corner of said quarter-quarter; thence north along the East boundary to the point of beginning.
61	22	That part of the North-West quarter lying north of and above Bayview Lake.

Jefferson County
Township 17 South, Range 5 West

Tract	Section	
62	4	The Southeast diagonal half of the North-West quarter of the South-West quarter except the following described tract: commence at the Southeast corner of said quarter-quarter, thence North along East boundary of said quarter-quarter section 437.0 feet to Point of Beginning of a tract herein described; thence turning an angle 95 degrees 30 minutes to the left Southwesterly 216.0 feet, thence turning an angle of 37 degrees 33 minutes 45 seconds to the right Northwesterly 262.0 feet, more or less, to intersection with a projection of the waters edge on the Southeast bank of Locust Fork of Warrior River, said intersection being in the center of the mouth of a slough, thence Northeasterly along said waters edge 570.0 feet, more or less, to intersection with the East boundary of said quarter-quarter, thence South along said East boundary 485.0 feet, more or less, to the Point of Beginning; the South half of the South half of the Section except

		the South half of the South half of the South-West quarter of the South-West quarter.
63	9	The North-East quarter except the West half of the South-West quarter of the North-East quarter; the North-East quarter of the North-East quarter of the North-West quarter; the North half of the South-East quarter of the North-East quarter of the North-West quarter; the North-East quarter of the South-East quarter; the East half of the North-West quarter of the South-East quarter; the East half of the South-West quarter of the South-East quarter; the East half of the South-West quarter of the South-West quarter of the South-East quarter; the South-East quarter of the South-East quarter.
64	10	The South half of Section 10 except that part within said Section lying North-East of a line extending from the Northwest corner of the South-East quarter to a point 769.85 feet West of the Southeast corner of said Section.
65	14	The North half of the North-West quarter of the Section; that part of the South-West quarter of the South-West quarter lying South and West of the center line of Short Creek.
66	15	The entire Section except that part of the East half of said Section 15 described as follows: commence at the Southeast corner of the North-East quarter of the North-East quarter, thence West 400 feet, more or less, along South boundary of said quarter-quarter to a point of intersection of the center line of a branch flowing Westerly, Southwesterly and South to a point of intersection with the center line of Short Creek, thence turn to the left, upstream along said stream center line Southeasterly to a point of intersection with the East boundary of said Section 15, thence turn North along said East boundary to the Point of Beginning; also less and except the right of way of the Birmingham Southern Railroad Company (Birmingham Terminal Railway Company, L.L.C.).
67	22	The North-East quarter of the Section; the Northeast diagonal half of the North-West quarter; the North half of the South-East quarter; the South-West quarter of the South-East quarter; that part of the South-East quarter of the South-East quarter described as follows: commence at the Southwest corner of said quarter-quarter, thence North along West boundary of said quarter-quarter 948.6 feet to the center line of a branch and also the Point of Beginning of a tract herein described; thence Northeasterly along the center line of a branch to intersection with North boundary of said quarter-quarter, thence West along said North boundary 508.16 feet, more or less, to Northwest corner of said quarter-quarter, thence South along West boundary of said quarter-quarter 400.53 feet, more or less, to the Point of Beginning.
68	23	That part of the West half of the North-East quarter lying South of the center line of Short Creek; that part of the North-West quarter South of the center line of Short Creek; the North half of the South-West quarter; the South-West quarter of the South-West quarter; the Northwest diagonal half

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		of the North-West quarter of the South-East quarter.
69	31	The East half of the East half; the East half of the West half.

Jefferson County**Township 17 South, Range 6 West**

Tract	Section	
70	12	That part of the West half of the South-East quarter lying West of the center line of the Locust Fork of the Warrior River; the East half of the South-West quarter.
71	13	The North-West quarter of the North-East quarter; the East half of the North-West quarter.
72	23	The South-West quarter of the North-East quarter; the North-West quarter of the North-West quarter; the South-East quarter of the North-West quarter; the South-West quarter.
73	25	The North-West quarter of the North-East quarter; the North-West quarter; the North-West quarter of the South-West quarter.
74	26	The North-East quarter of the South-East quarter.
75	27	The East half of the North-East quarter; the South-West quarter of the North-East quarter; the North-West quarter; the North half of the South-East quarter; the South-West quarter of the South-East quarter.
76	30	That part of the West half of the North-West quarter lying south of the Warrior River (in accordance with the boundaries thereof established by grant of patent from the United States of America); the South half of the South-East quarter of the North-West quarter; the South-West quarter; the North-West quarter of the South-East quarter.
77	31	The North half of the North-West quarter; the North-West quarter of the South-West quarter.
78	33	The North-East quarter of the Section except the following described tract: Begin at the Southwest corner of the North-West quarter of the North-East quarter, thence South along the West boundary a distance of 191.73 feet to a point on the center line of a public road, thence turn an angle of 72 degrees 55 minutes to the left in a Southeasterly direction a distance of 108.02 feet along said center line of public road, thence turn an angle of 2 degrees 02 minutes 30 seconds Easterly a distance of 58.33 feet along said center line, thence turn an angle of 106 degrees 03 minutes 45 seconds to the left in a Northerly direction a distance of 30 feet to intersection with the North boundary of right of way of said public road, thence turn Southeasterly along the North boundary of right of way a distance of 194.12 feet, thence turning an angle of 101 degrees 52 minutes to the left in a Northerly direction a distance of 245.9 feet to the South boundary of

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		said quarter-quarter, thence West along said South boundary 190.0 feet, thence turn North parallel to the West boundary of the quarter-quarter a distance of 263.59 feet, thence turn an angle of 49 degrees 24 minutes 20 seconds to the left in a Northwesterly direction a distance of 209.79 feet to a point on the West boundary of said quarter-quarter, thence South 398.94 feet to the Point of Beginning; the South half of the Section except the North-West quarter of the South-West quarter.

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79	34	The North half of the North-East quarter; the South-West quarter of the North-East quarter.
80	35	The North-East quarter; the East half of the North-West quarter; the North half of the South-West quarter except the following two (2) tracts described as follows: (1) commence at the Northwest corner of the North-West quarter of the South-West quarter of Section 35, thence South along the West boundary of said quarter-quarter Section a distance of 544.31 feet to the Point of Beginning of the tract herein excepted, thence continue in a Southerly direction along said West boundary 200.0 feet, thence turning an angle of 90 degrees 00 minutes to the left in an Easterly direction 200.0 feet, thence turning an angle of 90 degrees 00 minutes to the left in a Northerly direction 200.0 feet, thence turning an angle of 90 degrees 00 minutes to the left in a Westerly direction 200 feet to the Point of Beginning; (2) Begin at the Southwest corner of the North-West quarter of the South-West quarter of said Section 35, thence North along the West boundary of said quarter-quarter a distance of 473.11 feet to intersection with the center line of Taylor's Ferry Road, thence Southeasterly along center line of said public road a distance of 695 feet, more or less, to a point on the South boundary of said quarter-quarter Section, thence West 493.4 feet to the Point of Beginning, the South half of the South-West quarter of the South-West quarter; the North-East quarter of the South-East quarter; the South half of the South-East quarter.
81	36	The East half of the South-East quarter.

Jefferson County
Township 17 South, Range 7 West

Tract	Section	
82	34	The West half of the North-West quarter of the South-West quarter of the North-West quarter; the South half of the South-West quarter North-West quarter lying West of the Warrior River (in accordance with the boundaries thereof established by grant of patent from the United States of America); that part of the North half of the South-West quarter lying West of the Warrior River (in accordance with the boundaries thereof established by grant of patent from the United States of America).
83	36	The North-East quarter except the Northwest diagonal half of the North-West quarter of the North-East quarter; the East half of the South-East quarter.

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Jefferson County

Township 18 South, Range 5 West

Tract	Section	
84	5	The North half of the North-East quarter; the South-West quarter of the North-East quarter; the West half; the South half of the South-East quarter.
85	6	The entire Section except the South-West quarter of the North-West quarter.
86	7	The East half of Section; except the following two (2) tracts: 1) Part of the North-East quarter of the South-East quarter of said Section 7, described as follows: commence at a 3" capped pipe at the Northwest corner of the North-West quarter of the South-East quarter of said Section 7, and run North 89 degrees 43 minutes 26 seconds East, along the North quarter - quarter line, 1,361.61 feet to a calculated position for the Northwest corner of the North-East quarter of the South-East quarter, thence South 0 degrees 43 minutes 35 seconds West, along the West line of the North-East quarter of the South-East quarter, 651.81 feet, thence South 89 degrees 16 minutes 25 seconds East, 212.33 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS being the Point of Beginning of the herein described property, thence North 74 degrees 36 minutes 31 seconds East, 240.02 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence South 74 degrees 51 minutes 56 seconds East, 279.08 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence South 9 degrees 39 minutes 00 seconds West, 201.02 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence North 78 degrees 46 minutes 49 seconds West, 275.77 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence North 82 degrees 12 minutes 01 second West, 178.31 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence North 8 degrees 45 minutes 41 seconds West, 131.01 feet to the Point of Beginning and 2) Part of the West half of the South-East quarter of Section 7, described as follows: Commence at a 3" capped pipe at the Southwest corner of the South-East quarter of said Section 7, and run North 0 degree 31 minutes 19 seconds East, along the West quarter - quarter line, 1,330.34 feet to a calculated position for the Northwest corner of the South-West quarter of the South-East quarter, thence North 89 degrees 38 minutes 40 seconds East, along the North line of said quarter - quarter section, 334.33 feet to the Point of Beginning of the herein described property, thence North 0 degree 19 minutes 30 seconds West, 67.46 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence North 89 degrees 40 minutes 30 seconds East, 385.44 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence South 0 degree 19 minutes 30 seconds East, 238.60 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence South 89 degrees 40 minutes 30 seconds West, 385.44 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence North 0 degree 19 minutes 30 seconds West, 171.14 feet to the North line of the South-West quarter of the South-East quarter, being also the Point of Beginning; the North-West quarter; the

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		West half of the South-West quarter.
87	8	The North-East quarter of the North-West quarter; the West half of the West half.
88	9	The South-East quarter of the North-East quarter; that part of the South-West quarter that lies Northeast of center line of McClain Road; the North half of the South-East quarter; the East half of the South-East quarter of the South-East quarter, except the following described tract lying in the South half of said Section 9: commence at a found concrete monument marking the Southwest corner of the North-East quarter of the South-West quarter of said Section 9 and run South 89 degrees 58 minutes 19 seconds East along the South line of said quarter-quarter Section for a distance of 797.00 feet to a point in the centerline of McClain Road (Prescriptive Right of Way) and the Point of Beginning of the property herein described: thence leaving said South line run North 49 degrees 37 minutes 27 seconds West along said centerline for a distance of 814.68 feet to a set nail and the Point of Beginning of a tangent curve turning to the right said curve having a radius of 498.64 feet, a central angle of 20 degrees 49 minutes 13 seconds, a chord bearing of North 39 degrees 12 minutes 51 seconds West, a chord length of 180.20 feet, thence run along the arc of said curve and along said centerline for a distance of 181.19 feet to a set nail, thence run North 28 degrees 48 minutes 15 seconds West along a line tangent to said curve and along said centerline for a distance of 260.79 feet to a set nail, thence leaving said centerline run North 31 degrees 08 minutes 03 seconds East for a distance of 88.11 feet to a set 5/8" capped rebar stamped CA-560LS, thence run North 21 degrees 46 minutes 45 seconds East for a distance of 78.52 feet to a set 5/8" capped rebar stamped CA-560LS on the West line of the North-East one-quarter of the South-West one-quarter of said Section 9, thence run North 55 degrees 42 minutes 37 seconds East for a distance of 160.97 feet to a set 5/8" capped rebar stamped CA-560LS, thence run North 76 degrees 10 minutes 05 seconds East for a distance of 89.10 feet to a set 5/8" capped rebar stamped CA-560LS, thence run South 73 degrees 49 minutes 13 seconds East for a distance of 209.53 feet to a set 5/8" capped rebar stamped CA-560LS, thence run North 85 degrees 46 minutes 13 seconds East for a distance of 156.13 feet to a set 5/8" capped rebar stamped CA-560LS, thence run North 62 degrees 39 minutes 18 seconds East for a distance of 332.52 feet to a set 5/8" capped rebar stamped CA-560LS, thence run North 87 degrees 21 minutes 49 seconds East for a distance of 189.85 feet to a set 5/8" capped rebar stamped CA-560LS, thence run South 70 degrees 29 minutes 57 seconds East for a distance of 119.25 feet to a set 5/8" capped rebar stamped CA-560LS, thence run South 21 degrees 54 minutes 49 seconds East for a distance of 58.05 feet to a set 5/8" capped rebar stamped CA-560LS, thence run South 53 degrees 31 minutes 08 seconds East for a distance of 83.72 feet to a set 5/8" capped rebar stamped CA-560LS, thence run North 83 degrees 00 minutes 03 seconds East for a distance of 102.65 feet to a set 5/8" capped rebar stamped CA-560LS, thence run North 44 degrees 11 minutes 59 seconds East for a distance of 91.27 feet to a set 5/8" capped rebar stamped CA-560LS, thence run South 81 degrees 31 minutes 24 seconds East for a

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		distance of 36.64 feet to a set 5/8" capped rebar stamped CA-560LS, thence run South 35 degrees 04 minutes 11 seconds East for a distance of 73.43 feet to a set 5/8" capped rebar stamped CA-560LS, thence run South 72 degrees 36 minutes 04 seconds East for a distance of 48.37 feet to a set 5/8" capped rebar stamped CA-560LS, thence run North 80 degrees 33 minutes 22 seconds East for a distance of 23.87 feet to a set 5/8" capped rebar stamped CA-560LS, thence run North 61 degrees 37 minutes 07 seconds East for a distance of 72.16 feet to a set 5/8" capped rebar stamped CA-560LS, thence run South 05 degrees 06 minutes 13 seconds East for a distance of 117.77 feet to a set 5/8" capped rebar stamped CA-560LS, thence run South 42 degrees 03 minutes 32 seconds West for a distance of 249.12 feet to a set 5/8" capped rebar stamped CA-560LS, thence run South 14 degrees 40 minutes 54 seconds West for a distance of 101.69 feet to a set 5/8" capped rebar stamped CA-560LS, thence run South 02 degrees 43 minutes 16 seconds West for a distance of 84.23 feet to a set 5/8" capped rebar stamped CA-560LS, thence run South 16 degrees 23 minutes 52 seconds East for a distance of 158.62 feet to a set 5/8" capped rebar stamped CA-560LS, thence run South 24 degrees 40 minutes 41 seconds West for a distance of 385.96 feet to a set 5/8" capped rebar stamped CA-560LS and the point of curve of a curve turning to the left, said curve having a radius of 304.47 feet, a central angle of 108 degrees 01 minutes 10 seconds, a chord bearing of South 44 degrees 15 minutes 51 seconds West, a chord length of 492.70 feet, thence run along the arc of said curve 574.01 feet to a set nail in the afore mentioned centerline of McClain Road, thence run North 49 degrees 37 minutes 27 seconds West along said centerline for a distance of 273.08 feet to the Point of Beginning.
89	10	The South half of the Section lying South, West and East of the center line of Rock Creek (the left descending side) except the South 21.93 acres of the South-West quarter of the South-West quarter; that part of the South-East quarter of the North-West quarter lying West and South of the center line of Rock Creek (the left descending side).
90	11	That part of the South half Section lying West of the center line of Rock Creek Road and South, East and West of the center line of Rock Creek (the left descending side); that part of the South-East quarter of North-West quarter that lies South of the center line of Rock Creek (the left descending side).
91	14	The North 354.0 feet lying West of the center line of Rock Creek Road in the North-West quarter of the North-East quarter; the North-East quarter of the North-West quarter except the East 393.81 feet of the South 973.71 feet; the North-West quarter of the North-West quarter; the East half of the South-West quarter of the North-West quarter; the South-East quarter of the North-West quarter except the South 240.0 feet of the East 550.0 feet; and a tract of land located in the North half of the South-West quarter described as follows: Begin at the Northwest corner of the North-East quarter of the North-West quarter of the South-West quarter, thence South and parallel to the West Section line a distance of 556.68 feet, thence turn

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		an angle of 89 degrees 37 minutes 23 seconds to the right in a Westerly direction a distance of 664.30 feet to a point on the West Section line, thence South along said Section line a distance of 100.74 feet, thence turn an angle of 89 degrees 41 minutes to the left in an Easterly direction a distance of 1,543.65 feet to the center of a drainage, thence Northwest along the center of said drainage to a point on the North boundary of the North-West quarter of the South-West quarter, thence turn left in a Westerly direction and run along the North boundary of said quarter-quarter a distance of 617.92 feet to the Point of Beginning; and a tract of land located in the North half of the South-West quarter described as follows: commence at the Northeast corner of the North-East quarter of the South-West quarter, thence South along the East boundary of said quarter - quarter a distance of 557.0 feet to the Point of Beginning of a tract herein described: Continue on the last described course a distance of 100.0 feet, thence turn to the right and run in a Westerly direction parallel to the North boundary a distance of 1,116.1 feet to the center of a drainage, thence North along said drainage to a point that is 557.0 feet South of the North boundary of the North-East quarter of the South-West quarter, thence East 1,088.0 feet, more or less, and parallel to said quarter - quarter to the Point of Beginning.
92	15	The North-East quarter except the South-East quarter of the South-East quarter of the North-East quarter; the North-East quarter of the North-West quarter; a tract of land in the South-East quarter described as follows: Begin at the Northwest corner of said quarter, thence South along the West boundary a distance of 859.6 feet, thence turn an angle of 90 degrees 00 minutes to the left in a Easterly direction 80.0 feet, thence turn an angle of 42 degrees 48 minutes to the right in a Southeasterly direction 368.0 feet, thence turn an angle of 27 degrees 52 minutes to the left in a Southeasterly direction 310.5 feet, thence turn an angle of 5 degrees 31 minutes to the left in a Southeasterly direction 208.0 feet, thence turn an angle of 99 degrees 09 minutes to the left in a northerly direction a distance of 227.8 feet, thence turn an angle of 78 degrees 46 minutes to the right in a Northeasterly direction a distance of 177.13 feet, thence turn an angle of 78 degrees 46 minutes to the left in a Northerly direction 103.0 feet, thence turn an angle of 90 degrees 16 minutes to the right in an Easterly direction a distance of 298.50 feet said point being on the West boundary of the North-East quarter of the South-East quarter, thence North along said West boundary a distance of 186.26 feet to the Northwest corner of the W. M. Willoughby's Survey, said corner also being the Northwest corner of the South half of the North-East quarter of the South-East quarter, thence East along the North boundary of W. M. Willoughby's Survey to East boundary of Section 15, thence North along the East boundary of said Section a distance of 100.74 feet, thence turn an angle of 90 degrees 00 minutes to the left and run West and parallel to the South boundary a distance of 665.03 feet, thence turn an angle of 90 degrees 26 minutes 15 seconds to the right in a northerly direction 570.07 feet to the North boundary of the North-East quarter of the South-East quarter, thence West along the center line of Section 15 to the Point of Beginning; and a tract in the North-East quarter of the South-West quarter described as follows: Begin at the Northeast corner of said quarter-quarter, thence South along the East

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		boundary a distance of 324.8 feet, thence turn an angle of 110 degrees 36 minutes 12 seconds to the right in a Northwesterly direction a distance of 413.8 feet, thence turn an angle of 5 degrees 15 minutes 30 seconds to the left in a Northwesterly direction a distance of 287.6 feet, thence turn an angle of 105 degrees 19 minutes to the left in a Southerly direction a distance of 27.55 feet, said point being the point of a curve to the left having a radius of 1659.12 feet and a central angle of 23 degrees 09 minutes 56 seconds and chord angle of 85 degrees 00 minutes 32 seconds, thence in a Westerly direction along the arc of said curve a distance of 175.0 feet, more or less, to the center line of the Warrior River Road, thence along said center line in a Northwesterly direction to the North boundary of said quarter-quarter, thence East along the North boundary to a point 728.89 feet West of the Northeast corner of said quarter-quarter, said point being the point of a curve to the right having a radius of 1,779.12 feet and a central angle of 2 degrees 05 minutes 44 seconds, thence turn 5 degrees 54 minutes from tangent in a Southeasterly direction a distance of 65.08 feet along the arc of said curve, thence turn an angle of 95 degrees 35 minutes to the left in a Northerly direction 6.68 feet to the North boundary of said quarter-quarter, thence East along the North boundary 664.13 feet to the Point of Beginning.
93	16	A tract of land in the North-East quarter of the North-East quarter described as follows: Begin at the Northeast corner of said quarter-quarter, thence South along the East boundary to the Southeast corner of said quarter-quarter, thence turn to the right and run West along the South boundary of said quarter-quarter a distance of 346.0 feet, thence turn an angle of 90 degrees 15 minutes to the right in a Northerly direction 427.0 feet, thence turn an angle to the left of 75 degrees 14 minutes in a Northwesterly direction a distance of 418.50 feet, thence turn an angle of 75 degrees 31 minutes to the right in a Northerly direction 790.7 feet to a point on the North boundary of said quarter-quarter, thence East along the North boundary of said quarter-quarter to the Point of Beginning.
94	17	The South half of the South-West quarter of the South-West quarter.
95	18	The North half of the North-East quarter; except the following tract described as follows: commence at the Northwest corner of the North-East quarter of said Section 18, thence Easterly along the Northern boundary of said Section 18 a distance of 801.31 feet, thence Southerly with a deflection angle of 90 degrees 06 minutes 13 seconds to the right 557.06 feet to the Point of Beginning, thence continue along the last described course 370.00 feet, thence Easterly with a deflection angle of 90 degrees 00 minutes 00 seconds to the left 320.00 feet, thence Northerly with a deflection angle of 90 degrees 00 minutes 00 seconds to the left 370.00 feet, thence Westerly with a deflection angle of 90 degrees 00 minutes 00 seconds to the left 320.00 feet to the Point of Beginning; the South-West quarter of the North-East quarter; the North half of the North-West quarter; the South-West quarter of the North-West quarter; that part of the South-East quarter of the North-West quarter lying West of Rock Creek; the South-West quarter; the North-West quarter of the South-East

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		quarter.
96	19	The North-East quarter of the North-West quarter; the South-West quarter of the North-West quarter; and a tract of land in the South-West quarter described as follows: Begin at the Southeast corner of said quarter Section and run West along the South line of said quarter 1,797.0 feet, more or less, to a point on the East line of a tract of land conveyed by US Steel Mining Company, Inc. to Louis E. Phillips and wife Regina Phillips by deed dated August 13, 1996 as recorded in Volume 9609 and Page 7940, in the office of the Judge of Probate, Jefferson County, Alabama, Bessemer Division, said point being the beginning of a curve to the left, said curve to the left having a radius of 667.09 feet and subtended by a central angle of 6 degrees 00 minutes 33 seconds, thence turn an angle of 87 degrees 45 minutes 31 seconds to the right to tangent of said curve to the left and run in a northerly direction in the South-West quarter of the South-West quarter along the arc of said curve to the left for a distance of 69.96 feet to the end of said curve, thence at tangent to said curve run in a northerly direction in a straight line for a distance of 93.87 feet to the Beginning of a curve to the left, said curve to the left having a radius of 314.85 feet and subtended by a central angle of 17 degrees 10 minutes 37 seconds, thence run in a northwesterly direction along the arc of said curve for a distance of 94.39 feet to the end of said curve, thence at tangent to said curve run in a northwesterly direction in a straight line for a distance of 242.25 feet to the beginning of a curve to the right having a radius of 254.15 feet and subtended by a central angle of 66 degrees 39 minutes 20 seconds, thence run in a Northeasterly direction along the arc of said curve to the right for a distance of 295.67 feet to the end of said curve, thence at tangent to said curve run in a Northeasterly direction for a distance of 87.37 feet to the beginning of a curve in a straight line the left said curve to the left having a radius of 243.16 feet and subtended by a central angle of 57 degrees 03 minutes 29 seconds, thence run in a Northerly direction along the arc of said curve for a distance of 242.15 feet to the end of said curve, thence at tangent to said curve run in a Northwesterly direction in a straight line for a distance of 137.30 feet to the beginning of a curve to the left, said curve to the left having a radius of 204.18 feet and subtended by a central angle of 24 degrees 52 minutes 19 seconds, thence run in a Northwesterly direction along the arc of said curve to the left for a distance of 88.63 feet to the end of said curve to the left, thence at tangent to said curve run in a Northwesterly direction in a straight line for a distance of 73.54 feet to the Southern right of way line of Lock 17 Road, thence turn an angle of 75 degrees 47 minutes 11 seconds to the left and run in a Southwesterly direction along said right of way line to intersection with the West line of Section 19, thence run north along the West line of said Section to the Northwest corner of the South-West quarter of said Section, thence run East along the North line of said South-West quarter to the Northeast corner of said South-West quarter, thence run South along the East line of said South-West quarter to the Southeast corner of said South-West quarter, said Southeast corner also being the Point of Beginning, less and except the North-East quarter of the South-East quarter of the South-East quarter of the South-West quarter and also except the East half of the North-East quarter of the South-East quarter of the South-West quarter; the

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		South-East quarter less and except the West half of the South-West quarter of the North-West quarter of the South-East quarter and less and except the West half of the North-West quarter of the South-West quarter of the South-East quarter and less and except the North-West quarter of the South-West quarter of the South-West quarter of the South-East quarter.
97	20	The South half of the North-West quarter; the South-West quarter.
98	29	The West half of the West half of the East half; the North-West quarter; the North-East quarter of the South-West quarter except the South-West quarter of the North-West quarter of said quarter-quarter; the South half of the South-West quarter.
99	30	The North-East quarter; the North-West quarter except the following three (3) tracts: (1) Begin at the Northwest corner of the North-West quarter and run in an Easterly direction along the North boundary of said quarter a distance of 1,328.60 feet, thence turn an angle of 90 degrees 07 minutes 05 seconds to the right and run in a Southerly direction 656.05 feet, thence turn an angle of 89 degrees 08 minutes 28 seconds to the right and run in a Westerly direction 664.63 feet, thence turn an angle of 90 degrees 55 minutes 02 seconds to the right and run in a Northerly direction a distance of 501.73 feet, thence turn an angle of 90 degrees 55 minutes 05 seconds to the left and run in a Westerly direction 664.13 feet to an intersection with the West boundary of said quarter, thence turn an angle of 90 degrees 58 minutes 36 seconds to the right and run North along the West boundary of said quarter a distance of 154.32 feet to the Point of Beginning; (2) that part of the South-West quarter of the North-West quarter lying South of the center line of Valley Creek; (3) and commence at the Northwest corner of said Section 30, thence Easterly along the Northern boundary of said Section 30 a distance of 2316.22 feet, thence Southerly with a deflection angle of 85 degrees 50 minutes 35 seconds to the right 1,112.47 feet to the Point of Beginning, thence continue along the last described course 200.00 feet, thence Easterly with a deflection angle of 90 degrees 00 minutes 00 seconds to the left 200.00 feet, thence Northerly with a deflection angle of 90 degrees 00 minutes 00 seconds to the left 200.00 feet, thence Westerly with a deflection angle of 90 degrees 00 minutes 00 seconds to the left 200.00 feet to the Point of Beginning; that part of the North-West quarter of the South-West quarter lying North of the center line of Valley Creek; the South-East quarter of the South-West quarter; the West half of the South-East quarter except that part of the following described tract that lies within said Section 30: commence at the Southeast corner of the South-East quarter of the South-West quarter of said Section 30, thence Easterly along the Southern boundary of said Section 30 a distance of 379.55 feet, thence Northerly with a deflection angle of 90 degrees 00 minutes 00 seconds to the left 39.79 feet to the Point of Beginning; thence Northeasterly with a deflection angle of 43 degrees 26 minutes 55 second to the right 200.00 feet, thence Southeasterly with a deflection angle of 90 degrees 00 minutes 00 seconds to the right 200.00 feet, thence Southwesterly with a deflection angle of 90 degrees 00 minutes 00 seconds to the right 200.00 feet, thence Northwesterly with a deflection angle of 90

		degrees 00 minutes 00 seconds to the right 200.00 feet to the Point of Beginning; the South-East quarter of the South-East quarter; that part of the North-East quarter of the South-East quarter lying North of the center line of Valley Creek; and also except a tract in the E ½ of the NW ¼ and in the SW ¼ of the NE ¼ of Section 30, Township 18 South, Range 5 West, Jefferson County, Alabama, described as follows: Commence at the NE corner of the SE ¼ of the NW ¼ and run S 89°29'06" W, along the North line of the SE ¼ of the NW ¼, 44.73 feet to the Point of Beginning of the property herein described; thence continue S 89°29'06" W, along said North ¼ - ¼ line, 180.00 feet; thence run N 4°36'17" W, 240.00 feet; thence run S 87°25'26" W, 480.00 feet; thence run S 40°35'21" W, 140.00 feet; thence run S 1°05'32" W, 955.00 feet; thence run S 87°34'51" E, 815.00 feet; thence run N 25°04'23" E, 420.00 feet; thence run N 13°56'21" W, 420.00 feet; thence run N 48°24'32" W, 137.76 feet to the Point of Beginning.
100	31	The entire Section except the North-West quarter of the North-West quarter and except that part of the following described tract that lies within said Section 31: commence at the Southeast corner of the South-East quarter of the South-West quarter of said Section 30, Township 18 South, Range 5 West, thence Easterly along the Southern boundary of said Section 30 a distance of 379.55 feet, thence Northerly with a deflection angle of 90 degrees 00 minutes 00 seconds to the left 39.79 feet to the Point of Beginning, thence Northeasterly with a deflection angle of 43 degrees 26 minutes 55 seconds to the right 200.00 feet, thence Southeasterly with a deflection angle of 90 degrees 00 minutes 00 seconds to the right 200.00 feet, thence Southwesterly with a deflection angle of 90 degrees 00 minutes 00 seconds to the right 200.00 feet, thence Northwesterly with a deflection angle of 90 degrees 00 minutes 00 seconds to the right 200.00 feet to the Point of Beginning.
101	32	The West three quarters of the West half of the North-East quarter; the North-West quarter.

Jefferson County
Township 18 South, Range 6 West

Tract	Section	
102	1	The North half of the North-East quarter and the North-East quarter of the North-West quarter except the following described tract: commence at the Northeast corner of the North-West quarter of the North-East quarter, thence West along the North boundary of said quarter-quarter a distance of 141.49 feet, to the Point of Beginning and also the center line of a Southern Natural Gas easement, thence left 31 degrees 20 minutes 00 seconds in a Southwesterly direction along said center line 676.18 feet, thence right 1 degree 00 minutes 00 seconds South along said center line 561.79 feet, thence right 1 degree 58 minutes 00 seconds along said center line 197.69 feet, thence left 8 degrees 32 minutes 00 seconds along said center line 853.09 feet to the center line of a public road (Taylors Ferry Road), thence Northerly along said road center line to the intersection with

		the North boundary of the North-East quarter of the North-West quarter, thence East along the North Section boundary to the Point of Beginning; the South half of the North half; the South-West quarter; the South-East quarter except the following described tract: commence at the Southwest corner of the South-West quarter of the South-East quarter, thence East along the South boundary of said quarter a distance of 1,257.56 feet to the Point of Beginning, thence left 38 degrees 24 minutes 15 seconds Northwesterly 482.99 feet, thence right 38 degrees 24 minutes 18 seconds in a Easterly direction 136.02 feet, thence 90 degrees 00 minutes right southerly 300.07 feet to a point of the South boundary of said quarter, thence West along the South boundary to the Point of Beginning.
103	2	The North-East quarter except part of the West half of the North-East quarter of described as follows: commence at a 3" capped pipe at the Northeast corner of said Section 2 and run North 89 degrees 47 minutes 11 seconds West, along the North section line, 2,083.11 feet, thence South 0 degrees 19 minutes 30 seconds East, 1,101.00 feet to the Point of Beginning for the herein described property, thence continue South 0 degrees 19 minutes 30 seconds East, 520 00 feet, thence North 89 degrees 40 minutes 30 seconds East, 420.00 feet, thence North 0 degrees 19 minutes 30 seconds West, 520.00 feet, thence South 89 degrees 40 minutes 30 seconds West, 420.00 feet to the Point of Beginning; the North-West quarter of the North-West quarter except the North-East quarter of said quarter-quarter; the East half of the South-East quarter of the North-West quarter; the South half of the South-East quarter of the South-West quarter.
104	3	The North-West quarter of the North-East quarter; the South-East quarter of the North-East quarter; the North half of the North-West quarter; the North-East quarter of the South-East quarter; the South half of the South half except the South-West quarter of the South-West quarter and also except the two (2) following tracts: (1) Begin at the Northwest corner of the South-East quarter of the South-West quarter, thence South along the West boundary of said quarter-quarter a distance of 417.4 feet, thence turn an angle of 89 degrees, 20 minutes to the left in an Easterly direction a distance of 688.57 feet to the center line of a public road (Toadvine Road), said point being on a curve to the left with a radius of 2,864.93 feet and a central angle of 5 degrees 40 minutes 14 seconds, thence turn an angle of 85 degrees 51 minutes 30 seconds to the left along the arc of said curve and also the center line of said road 283.57 feet, more or less, thence turn an angle of 85 degrees 49 minutes 30 seconds to the right from chord in an Easterly direction 204.42 feet, thence turn an angle of 52 degrees 44 minutes to the right in a Southeasterly direction 256.4 feet, thence turn an angle of 90 degrees 00 minutes to the left in a Northeasterly direction 160.0 feet, thence turn an angel of 90 degrees 00 minutes to the right in a Southeasterly direction 305.7 feet, thence turn an angle of 125 degrees 18 minutes to the left in a Northerly direction 255.0 feet, thence turn an angle of 72 degrees 34 minutes to the left in a Northerly direction 206.7 feet to the North boundary of the South half of the South half of said section, thence West along said boundary to the Point of Beginning and also except tract (2) commence at the Southwest corner of the South-West quarter of

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		the South-East quarter, thence East along the South boundary of said quarter-quarter a distance of 463.2 feet, thence turn an angle of 89 degrees 22 minutes to the left in a Northerly direction 230.0 feet to the Point of Beginning, thence turn an angle of 19 degrees 02 minutes to the left in a Northwesterly direction 69.2 feet, thence turn an angel of 12 degrees 04 minutes to the left in a Northwesterly direction 72.7 feet, thence turn an angel of 13 degrees 46 minutes to the left in a Northwesterly direction a distance of 120.6 feet, thence turn an angle of 90 degrees 00 minutes to the left in a Southwesterly direction 104.4 feet, thence turn an angle of 90 degrees 00 minutes to the right in a Northwesterly direction 208.7 feet, thence turn an angle of 90 degrees 00 minutes to the right in a Northeasterly direction 104.4 feet, thence turn an angle of 33 degrees 59 minutes 30 seconds to the right in an Easterly direction 321.33 feet, thence turn an angle of 77 degrees 17 minutes 00 seconds to the right in a Southerly direction 399.01 feet, thence turn an angle of 100 degrees 43 minutes to the right in a Westerly direction 142.7 feet to the Point of Beginning.
105	4	The East half of the North-East quarter of the North-East quarter; the South half of the North-East quarter; the South-East quarter of the North-West quarter; the South-West quarter; the North half of the South-East quarter; the South-West quarter of the South-East quarter; the South-East quarter of the South-East quarter except the South 16 acres.
106	5	The North-East quarter; the East half of the South-East quarter.
107	6	The North-West quarter of the South-East quarter.
108	7	The North-East quarter of the North-West quarter; the South-East quarter.
109	8	The East half of the South-West quarter; the South-West quarter of the South-East quarter.
110	9	The West half of the East half; the North-East quarter of the North-West quarter; the North half of the South-East quarter of the North-West quarter; the North half of the North-East quarter of the South-West quarter; the South-East quarter of the South-West quarter; the West half of the West half.
111	10	The North-East quarter of the North-East quarter; the North-West quarter of the North-East quarter except the following two (2) tracts: (1) commence at the Northwest corner of said quarter-quarter, thence East along the North boundary of said quarter-quarter a distance of 193.12 feet to the Point of Beginning of a tract herein described, thence turn an angle to the right 89 degrees 13 minutes in a Southerly direction 179.5 feet, thence turn an angle of 90 degrees 47 minutes to the left in an Easterly direction 243.13 feet, thence turn an angle of 90 degrees 47 minutes to the left in a Northerly direction 179.50 feet to the North boundary of said quarter-quarter, thence turn an angle of 89 degrees 13 minutes to the left along the North boundary 243.13 feet to the Point of Beginning, also

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		except; (2) commence at the Northwest corner of said quarter-quarter, thence East along the North boundary of said quarter-quarter a distance of 462.6 feet, thence turn an angle of 89 degrees 13 minutes to the right in a Southern direction 240.0 feet to the Point of Beginning of the tract herein excepted, thence continue on the last described course a distance of 198.00 feet, thence turn an angle of 91 degrees 04 minutes to the left in an Easterly direction 96.0 feet, thence turn an angle of 88 degrees 56 minutes to the left in a Northerly direction 198.0 feet, thence turn an angle of 91 degrees 04 minutes to the left in a Westerly direction 96.0 feet to the Point of Beginning; the North 26 acres of the South-West quarter of the North-East quarter; and that part of the South-West quarter of the North-East quarter lying South and East of the center line of Valley Creek; that part of the South-East quarter of the North-East quarter lying North and West of the center line of Valley Creek; the North-East quarter of the South-East quarter; the East half of the South-East quarter of the South-East quarter.
112	11	The entire Section except the South-West quarter of the North-West quarter and except the following four (4) tracts: (1) Begin at a 3" capped pipe at the Northwest corner of said Section 11, and run South 0 degrees, 10 minutes 56 seconds East, along the West quarter-quarter line, 1276.42 feet to the North edge of Valley Creek thence run along the Northerly edge, more or less, of Valley Creek these bearings and distances, North 66 degrees, 00 minutes 47 seconds East, 113.47 feet, thence North 73 degrees 18 minutes 08 seconds East, 557.56 feet, thence North 82 degrees 44 minutes 09 second East, 223.91 feet; thence South 81 degrees 20 minutes 39 seconds East, 149.43 feet, thence South 83 degrees 52 minutes 16 seconds East, 322.27 feet to the West line of the North-East quarter of the North-West quarter of said Section 11, thence South 77 degrees 47 minutes 00 seconds East, 110.94 feet, thence South 62 degrees, 05 minutes 15 seconds East, 73.16 feet, thence South 51 degrees 08 minutes 40 seconds East, 76.55 feet, thence South 34 degrees 08 minutes 07 seconds East, 94.19 feet, thence South 17 degrees 41 minutes 34 seconds East, 58.60 feet to the South line of said North-East quarter of North-West quarter, thence leaving said Valley Creek and run South 89 degrees 28 minutes 47 seconds East, along the South quarter-quarter line, 1,024.41 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS at the Southeast corner of the North-East quarter of the North-West quarter of said Section 11, thence North 0 degrees 01 minutes 52 seconds East, along the East quarter-quarter lines, 1326.34 feet to a 3" capped pipe at the Northeast corner of the North-East quarter of the North-West quarter of said Section 11, thence North 89 degrees 34 minutes 04 seconds West, along the North quarter-quarter line, 1330.04 feet to a concrete monument at the Northwest corner of the North-East quarter of the North-West quarter of said Section 11, thence North 89 degrees 31 minutes 29 seconds West, along the North quarter-quarter line, 1330.55 feet to the Point of Beginning; and (2) Part of the North half of the South-West quarter of Section 11, described as follows: commence at a 3" capped pipe at the Northeast corner of the North-West quarter of the South-West quarter said Section 11, and run South 0 degrees 04 minutes 41 seconds East, along the East quarter-quarter line, 481.06 feet to the Point of Beginning of the herein described property; thence North 89 degrees 40 minutes 30 seconds

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	East, 41.81 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence South 0 degrees 19 minutes 30 seconds East, 177.49 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence South 89 degrees 40 minutes 30 seconds West, 327.23 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence North 25 degrees 26 minutes 05 seconds East, along the East edge of an existing road, 111.82 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence North 37 degrees 03 minutes 21 seconds East, along the East edge of said road, 96.63 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence leaving said road and run North 89 degrees 40 minutes 30 seconds East, 178.16 feet to the East line of the North-West quarter of the South-West quarter being also the Point of Beginning; (3) that portion of the following described tract that lies within said Section; part of the North half of the North-West quarter of Section 14, Township 18 South, Range 6 West and of the South half of the South-West quarter of Section 11, described as follows: commence at a 3" capped pipe at the Northwest corner of said Section 14, and run South 89 degrees 21 minutes 28 seconds East, along the Section line, 1103.42 feet to the Point of Beginning of the herein described property, thence North 0 degrees 19 minutes 30 second West, 81.36 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence North 89 degrees 40 minutes 30 seconds East, 271.23 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence South 0 degrees 19 minutes 30 seconds East, 246.77 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence South 89 degrees 40 minutes 30 seconds West, 271.23 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence North 0 degrees 19 minutes 30 seconds West, 165.41 feet to the North line of Section 14, being also the Point of Beginning; and (4) that portion of the following described tract that lies within said Section; a parcel of land located in a part of the North-West quarter of the North-West quarter of Section 14, Township 18 South, Range 6 West and the South-West quarter of the South-West quarter of said Section 11, being more particularly described as follows: commence at the Northeast corner of said Section 14, Township 18 South, Range 6 West, said point being a 3" Capped Pipe and run North 89 degrees 01 minutes 27 seconds West, along the North line of said Section 14, a distance of 4,271.63 feet, thence run South 00 degrees 00 minutes 00 seconds East a distance of 130.45 feet, to a 5/8" Capped Rebar and the Point of Beginning; thence North 90 degrees 00 minutes 00 seconds West, a distance of 200.0 feet, to a 5/8" Capped Rebar, thence run North 00 degrees 00 minutes 00 seconds East, a distance of 200.0 feet, to a 5/8" Capped Rebar, thence North 90 degrees 00 minutes 00 seconds East, a distance of 19.71 feet, to a 5/8" Capped Rebar, thence run North 00 degrees 00 minutes 00 seconds East, a distance of 60.0 feet to a 5/8" Capped Rebar, thence run North 90 degrees 00 minutes 00 seconds East, a distance of 60.0 feet to a 5/8" Capped Rebar, thence run South 90 degrees 00 minutes 00 seconds East, a distance of 60.0 feet, to a 5/8" Capped Rebar, thence run North 90 degrees 00 minutes 00 seconds East, a distance of 120.29 feet, to a 5/8" Capped Rebar, thence run South 00 degrees 00 minutes 00 seconds East, a distance of 200.0 feet, to the Point of Beginning.
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113	12	The West half of Section.
114	13	The East half of Section; the North-East quarter of the North-West quarter except the North 810.0 feet of the East 210.0 feet; the North-West quarter of the North-West quarter; the South-East quarter of the North-West quarter; the North-East quarter of the South-West quarter; the South half of the South-West quarter.
115	14	The South half of the North-East quarter of the North-East quarter; the West half of the North-East quarter; the West half of said Section except for the following two (2) tracts: (1) that portion of the following described tract that lies with said Section 14, part of the North half of the North-West quarter of said Section 14, and of the South half of the South-West quarter of Section 11, Township 18 South, Range 6 West, described as follows: commence at a 3" capped pipe at the Northwest corner of said Section 14, and run South 89 degrees 21 minutes 28 seconds East, along the Section line, 1103.42 feet to the Point of Beginning of the herein described property, thence North 0 degrees 19 minutes 30 second West, 81.36 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence North 89 degrees 40 minutes 30 seconds East, 271.23 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence South 0 degrees 19 minutes 30 seconds East, 246.77 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence South 89 degrees 40 minutes 30 seconds West, 271.23 feet to a number 5 capped rebar stamped McGEHEE ENG CA0440LS, thence North 0 degrees 19 minutes 30 seconds West, 165.41 feet to the North line of Section 14, being also the Point of Beginning; and (2) that portion of the following described tract that lies within said Section 14; a parcel of land located in a part of the North-West quarter of the North-West quarter of Section 14, and the South-West quarter of the South-West quarter of Section 11, Township 18 South, Range 6 West, Jefferson County, Alabama being more particularly described as follows: commence at the Northeast corner of said Section 14, said point being a 3" Capped Pipe and run North 89 degrees 01 minutes 27 seconds West, along the North line of said Section 14, a distance of 4,271.63 feet, thence run South 00 degrees 00 minutes 00 seconds East a distance of 130.45 feet, to a 5/8" Capped Rebar and the Point of Beginning; thence North 90 degrees 00 minutes 00 seconds West, a distance of 200.0 feet, to a 5/8" Capped Rebar, thence run North 00 degrees 00 minutes 00 seconds East, a distance of 200.0 feet, to a 5/8" Capped Rebar, thence North 90 degrees 00 minutes 00 seconds East, a distance of 19.71 feet, to a 5/8" Capped Rebar, thence run North 00 degrees 00 minutes 00 seconds East, a distance of 60.0 feet to a 5/8" Capped Rebar, thence run North 90 degrees 00 minutes 00 seconds East, a distance of 60.0 feet to a 5/8" Capped Rebar, thence run South 90 degrees 00 minutes 00 seconds East, a distance of 60.0 feet, to a 5/8" Capped Rebar, thence run North 90 degrees 00 minutes 00 seconds East, a distance of 120.29 feet, to a 5/8" Capped Rebar, thence run South 00 degrees 00 minutes 00 seconds East, a distance of 200.0 feet, to the Point of Beginning; the West half of the South-East quarter; that part of the South-East quarter of the South-East quarter described as follows: Begin at the

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		Northwest corner of said quarter-quarter, thence in an Easterly direction along the North boundary of said quarter-quarter 882.60 feet, more or less, to intersection with the centerline of a branch, thence in a Southwesterly direction along the centerline of said branch to intersection with the South bank of Valley Creek, thence in a South and Easterly direction along said South boundary of Valley Creek to the South boundary of said quarter-quarter, thence in a Westerly direction along said South boundary to the Southwest corner of said quarter-quarter section, thence in a Northerly direction along the West boundary of said quarter-quarter Section to the Point of Beginning.
116	15	The East half of the East half.
117	16	The North-West quarter of the North-East quarter; the East half of the South-West quarter of the North-East quarter; the West half of said Section; the East half of the North-West quarter of the South-East quarter except the north 525.0 feet of the East 297.0 feet; the South-West quarter of the South-East quarter; the South-East quarter of the South-East quarter except a tract herein described: Begin at the Northeast corner of said quarter-quarter, thence run West along the North boundary 674.17 feet, thence turn an angle of 89 degrees 32 minutes 16 seconds to the left and run South to the South boundary of said quarter-quarter, thence run East along the South boundary 693.78 feet to the Southeast corner of said quarter-quarter, thence turn left and run North along the East boundary of said quarter-quarter to the Point of Beginning; the West half of the North-East quarter of the South-East quarter except the North 525.0 feet of the West 515.0 feet.
118	17	The North-East quarter; the East half of the North-West quarter; that part of the North-West quarter of the North-West quarter lying South of the center line of Mud Creek; the South-West quarter of the North-West quarter; the East half of the South-East quarter.
121	20	The East half of the North-East quarter; the North-West quarter of the North-East quarter; the South-West quarter of the North-East quarter, except the North-West quarter of said quarter-quarter; the North half of the South-East quarter; the East half of the South-East quarter of the South-East quarter.
122	21	The North-West quarter of the North-East quarter; the North half of the North-West quarter; the South-West quarter of the North-West quarter.
123	22	The East half of the East half except the South-East quarter of the South-East quarter of the South-East quarter.
124	23	The East half of the North-East quarter lying West and South of the center line of Valley Creek; the West half of the North-East quarter; the North-West quarter; the North half of the South-West quarter; the East half of the South-West quarter of the South-West quarter; the North half of the South-East quarter of the South-West quarter; the North half of the South half of

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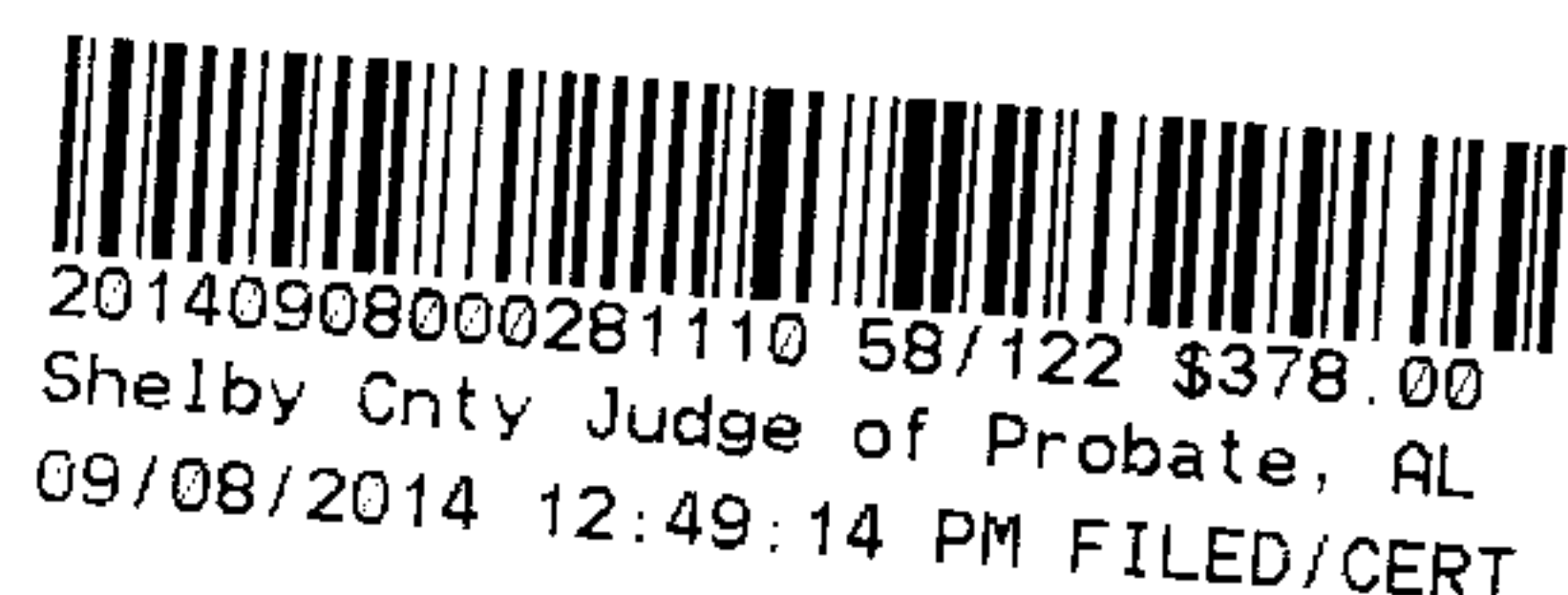

		the South-East quarter of the South-West quarter; the South-West quarter of the South-West quarter of the South-East quarter of the South-West quarter; the North half of the South-East quarter; the South-West quarter of the South-East quarter.
125	24	That part of the North half of the North-East quarter lying Northeast of the center line of Valley Creek; that part of the North-East quarter of the North-West quarter lying North of the center line of Valley Creek; that part of the South-West quarter of the North-East quarter lying East of the center line of Valley Creek; that part of the North-West quarter of the South-East quarter lying East of the center line at Valley Creek and North of the center line of Rock Creek; the North-East quarter of the South-East quarter except the following described tract: commence at the Southeast corner of the North-East quarter of the South-East quarter of said Section 24, thence run in a Westerly direction along the South line of said quarter-quarter Section a distance of 519.59 feet to the Point of Beginning, thence turn an angle of 89 degrees 17 minutes 10 seconds to the right and run Northerly a distance of 875 feet, more or less, to the Southerly edge of water of Rock Creek, thence run Southwesterly along said Southerly edge of water to its intersection with the West line of the North-East quarter of the South-East quarter of said Section 24, thence run Southerly along said West line of said quarter-quarter Section to the Southwest corner of said quarter-quarter Section, thence turn an angle of 89 degrees 11 minutes 12 seconds to the left and run in an Easterly direction along the South line of said quarter-quarter section a distance of 793.56 feet to the Point of Beginning.
126	25	That part of the East half of the North-East quarter lying East and North of the center line of Valley Creek.
127	26	The East half of the East half of the North-West quarter of the North-West quarter; the South-West quarter of the North-East quarter of the North-West quarter; the West half of the North-West quarter of the North-East quarter of the North-West quarter; a tract of land in the South-East quarter of the North-West quarter described as follows: commence at the Northwest corner of said quarter-quarter, thence East along the North boundary of said quarter-quarter a distance of 629.30 feet to the Point of Beginning of a tract herein described thence continue East along the last described course a distance of 30.0 feet, thence turn an angle of 89 degrees 43 minutes 30 seconds to the right in a Southerly direction a distance of 676.50 feet to an intersection with the center line of the Lock 17 Road, thence turn right in a Westerly direction along the center line of said road 30.3 feet, thence turn an angle of 92 degrees 24 minutes 30 seconds to the right in a Northerly direction 677.90 feet to the Point of Beginning; a tract of land in the South-West quarter of the North-West quarter described as follows: commence at the Northwest corner of said quarter-quarter, thence East along the North boundary 660.1 feet to the Point of Beginning of a tract herein described, thence turn an angle of 89 degrees 40 minutes to the right in a Southerly direction 427.4 feet, thence turn an angle of 89 degrees 40 minutes to the left in an Easterly direction 395.75 feet, thence turn an

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		angle of 88 degrees 40 minutes 45 seconds to the right in a Southerly direction 368.22 feet to the center line of the Lock 17 Road, thence East along the center line of said road to a point 113.75 feet West of the East boundary of said quarter-quarter, thence turn left and run North and parallel to East boundary 751.15 feet to the North boundary of said quarter-quarter, thence left in a Westerly direction along said North boundary to the Point of Beginning.
130	29	That part of the South-East quarter of the North-East quarter West of the centerline of Works Branch described as follows: commence at the Southwest corner of said quarter-quarter Section, thence North along the West boundary of said quarter-quarter Section 499.00 feet to the Point of Beginning of a tract herein described; thence turning an angle of 73 degrees 50 minutes to the right in an Easterly direction 96.60 feet, thence turn an angle of 11 degrees 23 minutes 00 seconds to the left in a Northeasterly direction 98.60 feet, thence turn an angle of 2 degrees 57 minutes to the left Northeasterly 93.55 feet, thence turn an angle of 104 degrees 41 minutes 00 seconds to the left in a Northwesterly direction 368.40 feet to the West line of said quarter-quarter Section, thence South along said West line 379.50 feet to the Point of Beginning; the West half of the North-East quarter South of Lock 17 Road; North half of the South-East quarter less and except that part lying East of the centerline of Mud Creek; South-East quarter of South-East quarter less and except that part lying East of the centerline of Mud Creek; that part of the North-East quarter of the South-West quarter lying East and North of the center line of Mud Creek; the South-West quarter of the South-East quarter less and except that portion lying West of the centerline of the Woods Road depicted on the map attached hereto as Exhibit 4.
133	32	That portion of the North half of the North-East quarter lying North of the centerline of the Woods Road depicted on the map attached hereto as Exhibit 5.
137	36	The South half of the North-East quarter; the North-East quarter of the South-West quarter; the North half of the South-East quarter; the South-West quarter of the South-East quarter.

Jefferson County
Township 18 South, Range 7 West

Tract	Section	
138	1	The East half of the North-East quarter; the North-West quarter of the North-East quarter; the West half of the South-West quarter; the South-East quarter of the South-West quarter; the North-East quarter of the South-East quarter.
139	11	The Southeast diagonal half of the Section less and except that portion lying West of Little Shoal Creek and that portion lying South and East of the power line depicted on the map attached hereto as Exhibit 7.



140	12	That portion of the West half of Section lying North and West of the north line of the power line depicted on the map attached hereto as Exhibit 8.
144	17	That part of the South half of the North-East quarter lying South of the centerline of Warrior River (in accordance with the boundaries thereof established by grant of patent from the United States of America) and West of the centerline of Works Branch; that portion of the South-West quarter of the South-East quarter lying North of the powerline depicted on the map attached hereto as Exhibit 9 and that portion lying West of the centerline of Gwin Loop; North-West quarter of South-East quarter less and except that portion lying South and East of the powerline depicted on the map attached hereto as Exhibit 9; North half of the North-East quarter of the South-East quarter less and except that portion lying East of the centerline of Works Branch; that portion of the South half of the North-East quarter of the South-East quarter lying North of the powerline depicted on the map attached hereto as Exhibit 9.
145	18	The North-West quarter of the North-East quarter; the South half of the North-East quarter; the South-East quarter of the North-West quarter; the South-West quarter of the North-West quarter except for a 2.50 acre tract described as follows: commence at the Northwest corner of the South-West quarter of the North-West quarter, thence run South along the West line of said quarter-quarter a distance of 561.00 feet to the Point of Beginning of the tract herein excepted, thence turn an angle of 88 degrees 21 minutes 45 seconds to the left and run 330.00 feet, thence turn an angle of 88 degrees 21 minutes 45 seconds to the right and run 330.00, thence turn an angle of 88 degrees 21 minutes 45 seconds to the right and run 330.00 feet to the intersection with the West line of said quarter-quarter, thence turn an angle of 88 degrees 21 minutes 21 seconds to the right and run along said West line of Section a distance of 330.00 feet to the Point of Beginning; the South half of the Section.
146	19	The North half of the North-East quarter; the South-West quarter of the North-East quarter; the North half of the North-West quarter; the South-East quarter of the North-West quarter; the North-East quarter of the South-West quarter; that portion of the South half of the South-West quarter lying North and East of the centerline of Lock 17 Road; the North-West quarter of the South-East quarter except for the South 466.7 feet of the East 466.7 feet (5.00 acres); the South-West quarter of the South-East quarter except for the North 466.7 feet of the East 466.7 feet (5.00 acres).
147	20	That portion of the North-West quarter lying North of the centerline of Gwin Loop and that portion lying West of the centerline of Joe Branch Road; that portion of North-East quarter lying North of the centerline of

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		Gwin Loop; that portion of the South 795.9 feet of the South-East quarter of the South-West quarter lying North and West of the centerline of Lock 17 Road.
156	29	The North-West quarter of the North-West quarter except for the following described tract: Begin at a point in the West boundary 922.8 feet South of the Northwest corner, thence turning an angle of 75 degrees 43 minutes to the left South-East 343.00 feet, thence turning an angle of 121 degrees 12 minutes to the right Southwest 258.12 feet, thence turning an angle of 93 degrees 27 minutes to the right Northwest 239.00 feet to the West boundary of said quarter-quarter, thence turning an angle of 41 degrees 04 minutes to the right North along said West boundary 82.00 feet to the Point of Beginning;
157	30	That portion of the West half of the North-East quarter lying North and East of the centerline of Lock 17 Road.

Jefferson County
Township 18 South, Range 8 West

Tract	Section	
162	13	The South-West quarter of the North-East quarter; the South-East quarter of the North-East quarter except the following two (2) tracts: (1) the North 417.4 feet of the East 417.4 feet; (2) the South 466.7 feet of the East 466.7 feet; that part of the South-West quarter lying East of the Warrior River (in accordance with the boundaries thereof established by grant of patent from the United States of America); the West half of the North-East quarter of the South-East quarter; the West half of the South-East quarter.
163	14	That part of the South-East quarter lying South and East of the Warrior River (in accordance with the boundaries thereof established by grant of patent from the United States of America).
164	24	North half except the East half of the North-East quarter; South half except that portion lying South and East of the centerline of Lock 17 Road.

Jefferson County
Township 19 South, Range 5 West

Tract	Section	
165	5	The North-East quarter of the South-West quarter; the South half of the South-West quarter.
166	6	The North half of the North-West quarter.
167	14	The West half of the West half; that part of the East half of the South-West quarter described as follows: Begin at a point on East boundary of said quarter 695.3 feet North of the Southeast corner of the North-East quarter

		of the South-West quarter, thence turning an angle of 136 degrees 33 minutes to the left from the East boundary of said East half South-West 1920.5 feet to the West boundary of said East half, thence turning an angle of 136 degrees 24 minutes to the right North 145.00 feet along said West boundary to Southeast boundary of the Louisville and Nashville Railroad (CSX Transportation Inc.), thence North-East 2,132.20 feet along said Southeast railroad boundary of said right-of-way to East boundary of the North-East quarter of the South-West quarter, thence South along said East boundary 410.8 feet to the Point of Beginning; less and except the right of way of the Louisville and Nashville Railroad.
168	15	That part of the North-East quarter of the North-East quarter lying South and West of the center line of Valley Creek; that part of the South-West quarter of the North-East quarter lying North and East of the center line of Valley Creek; the Southeast diagonal half of the South-East quarter of the South-West quarter of the North-East quarter; the South-East quarter of the North-East quarter; that part of the North half of the North-West quarter lying Southeast of the center line of a public road (Bessemer - Johns Road) that part of the South-West quarter of the North-West quarter lying Southeast of the center line of a public road (Bessemer - Johns Road); the West half of the West half of the South-East quarter of the North-West quarter; the South half of the Section; less and except the right of way of the Louisville and Nashville Railroad (CSX Transportation Inc.); subject to a non-exclusive 60.0 foot wide easement previously reserved by United States Steel Corporation on the lands described in said Section to serve the adjoining lands of United States Steel Corporation, for the purpose of providing ingress and egress to serve the adjoining lands of United States Steel Corporation and its successors and assigns intersecting with the Bessemer Johns Road and crossing the following quarter-quarter Sections, the North-East quarter of the North-West quarter, the North-West quarter of the North-West quarter, the South-West quarter of the North-West quarter and the South-East quarter of the North-West quarter, as shown on map labeled Exhibit 10.
169	16	That part of the North-East quarter lying South of the center line of a public road (the Bessemer - Johns Road); the South half of the Section except the following described tract in the North-West quarter of the South-West quarter described as follows: commence at the Southwest corner of the North-West quarter of the South-West quarter, thence North along the west boundary of said quarter-quarter a distance of 50 feet, thence turn an angle to the right of 90 degrees 00 minutes in a Easterly direction a distance of 60 feet to the Point of Beginning, thence continue on the last described course a distance of 210 feet, thence turn an angle to the left of 90 degrees 00 minutes in a Northerly direction a distance of 210 feet, thence turn an angle to the left of 90 degrees 00 minutes in a Westerly direction a distance of 210 feet, thence turn an angle to the left of 90 degrees 00 minutes in a Southerly direction a distance of 210 feet to the Point of Beginning; less and except the right of way of the Louisville and Nashville Railroad (CSX Transportation Inc.).

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170	17	The North-West quarter of the North-West quarter; the South-East quarter of the South-East quarter except the following described tract: commencing at the intersection of the Southerly limit of CSX rail right of way (100' right of way) and the East line of Section 17, Township 19 South, Range 5 West, Jefferson County, Alabama, being witnessed by a three (3) quarter inch diameter open top pipe, run, along said Southerly limit of CSX rail right of way (100 foot right of way), adjoining Bob St. John, South 43 degrees 34 minutes 29 seconds West, a distance of 513.24 feet to the Point of Beginning; with the Point of Beginning thus established, leaving said CSX rail right of way (100 foot right of way) run, South 90 degrees 00 minutes 00 seconds East, for a distance of 69.02 feet, thence run South 43 degrees 34 minutes 29 seconds West, for a distance of 695.81 feet, thence run along a curve to the left having a radius of 6,121.55 feet and arc length of 165.87 feet, being subtended by a bearing of South 43 degrees 03 minutes 32 seconds West and chord distance of 165.87 feet, thence run along a curve to the left having a radius of 2,072.11 feet and arc length of 144.33 feet, being subtended by a bearing of South 40 degrees 12 minutes 39 seconds West and chord distance of 144.30 feet, thence run along a curve to the left having a radius of 1,537.28 feet and arc length of 39.98 feet, being subtended by a bearing of South 37 degrees 13 minutes 22 seconds West and chord distance of 39.98 feet, thence run along a curve to the left having a radius of 1,935.41 feet and arc length of 111.74 feet, being subtended by a bearing of South 34 degrees 39 minutes 54 seconds West and chord distance of 111.72 feet, thence run along a curve to the left having a radius of 5,084.74 feet and arc length of 198.29 feet, being subtended by a bearing of South 31 degrees 36 minutes 54 seconds West and chord distance of 198.28 feet, thence run South 30 degrees 52 minutes 26 seconds West, for a distance of 170.24 feet, thence run along a curve to the right having a radius of 5,599.81 feet and arc length of 102.68 feet, being subtended by a bearing of South 31 degrees 13 minutes 31 seconds West and chord distance of 102.68 feet, thence run along a curve to the right having a radius of 2,119.34 feet and arc length of 20.49 feet, being subtended by a bearing of South 32 degrees 07 minutes 34 seconds West and chord distance of 20.49 feet to a point along the Easterly boundary line of Oddie Hubbard property; thence, continuing along said Easterly boundary of Oddie Hubbard property, run North 01 degrees 03 minutes 10 seconds West, for a distance of 92.59 feet to a point along said Southerly CSX rail right of way (100 foot right of way), thence, along said Southerly CSX rail right of way (100 foot right of way) run along a curve to the left having a radius of 5,549.81 feet and arc length of 44.50 feet, being subtended by a bearing of North 30 degrees 55 minutes 45 seconds East and chord distance of 44.50 feet, thence run North 30 degrees 52 minutes 26 seconds East, for a distance of 170.16 feet, thence run along a curve to the right having a radius of 5,134.74 feet and arc length of 200.20 feet, being subtended by a bearing of North 31 degrees 37 minutes 00 seconds East and chord distance of 200.19 feet, thence run along a curve to the right having a radius of 1,985.41 feet and arc length of 114.82 feet, being subtended by a bearing of North 34 degrees 39 minutes 51 seconds East and chord distance of 114.80 feet, thence run along a curve to the right having a radius of 1,587.28 feet and arc length of 41.46 feet, being subtended by a bearing of North 37 degrees 13 minutes 25 seconds
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		East and chord distance of 41.46 feet; thence run along a curve to the right having a radius of 2,122.11 feet and arc length of 147.95 feet, being subtended by a bearing of North 40 degrees 12 minutes 36 seconds East and chord distance of 147.92 feet, thence run along a curve to the right having a radius of 6,171.55 feet and arc length of 167.15 feet, being subtended by a bearing of North 43 degrees 03 minutes 30 seconds East and chord distance of 167.14 feet, thence run North 43 degrees 34 minutes 29 seconds East, for a distance of 648.13 feet; to the Point of Beginning; less and except the right of way of the Louisville and Nashville Railroad (CSX Transportation Inc.).
171	19	The South-East quarter of the North-West quarter except the following described tract: Begin at the Northwest corner of the South-East quarter of the North-West quarter, thence South along the West boundary of said quarter-quarter a distance of 4.45 feet to a point on the center line of John's Cutoff Road, thence turning an angle of 26 degrees 24 minutes 30 seconds left South-East 264.67 feet along the center line of said public road, thence turning an angle of 93 degrees 42 minutes 31 seconds left Northeast 230.00 feet, thence turning an angle of 52 degrees 38 minutes 53 seconds left North-East 125.00 feet to the intersection of the North boundary of said quarter-quarter, thence West along said North boundary 330.00 feet to the Point of Beginning; the West half of the North-East quarter of the South-West quarter; the North half of the North-East quarter of the South-West quarter; the South-West quarter of the South-West quarter except that part bounded and lying East of the center line of Church Street and North of the center line of Johns Road; the South-East quarter of the South-East quarter except the following described tract within said quarter-quarter: Begin at the intersection of the center line of Blue Creek and the West boundary of said quarter-quarter, thence South along the West boundary of said quarter-quarter 450.0 feet, thence turn an angle of 118 degrees 00 minutes to the left in a Northeasterly direction 220.0 feet, more or less, to the center line of Blue Creek, thence left in a Northwesterly direction along the center line of Blue Creek to the Point of Beginning.
172	20	The North half of the North-East quarter except the following two (2) tracts: (1) commencing at the intersection of the Southerly limit of CSX rail right of way (100' right of way) and the East line of Section 17, Township 19 South, Range 5 West, Jefferson County, Alabama, being witnessed by a three quarter (3/4) inch diameter open top pipe, run in a Southwesterly direction, along said Southerly limit of CSX rail right of way (100 foot right of way), adjoining U. S. Steel, a distance of 2,189.99 feet, to the Point of Beginning; the Point of Beginning thus established, leaving the Southerly limit of CSX rail right of way (100' right of way) and along the Southerly boundary of Oddie Hubbard property, run North 86 degrees 55 minutes 49 seconds East, for a distance of 62.41 feet, thence run along a curve to the right having a radius of 2,119.34 feet and arc length of 39.09 feet, being subtended by a bearing of South 33 degrees 42 minutes 47 seconds West and chord distance of 39.09 feet, thence run along a curve to the right having a radius of 1,599.95 feet and arc length of

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	245.58 feet, being subtended by a bearing of South 38 degrees 47 minutes 56 seconds West and chord distance of 245.34 feet, thence run along a curve to the right having a radius of 3,099.91 feet and arc length of 80.60 feet, being subtended by a bearing of South 44 degrees 10 minutes 39 seconds West and chord distance of 80.59 feet, thence run South 44 degrees 40 minutes 41 seconds West, for a distance of 521.70 feet, thence run along a curve to the right having a radius of 45,936.63 feet and arc length of 49.59 feet, being subtended by a bearing of South 44 degrees 42 minutes 32 seconds West and chord distance of 49.59 feet, thence run South 44 degrees 44 minutes 24 seconds West, for a distance of 301.80 feet, thence run North 45 degrees 15 minutes 36 seconds West, for a distance of 50.00 feet to a point along said Southerly limit of CSX rail right of way (100' right of way), thence, along said Southerly limit of CSX rail right of way (100' right of way), run North 44 degrees 44 minutes 24 seconds East, for a distance of 301.80 feet, thence run along a curve to the left having a radius of 45,886.63 feet and arc length of 49.54 feet, being subtended by a bearing of North 44 degrees 42 minutes 33 seconds East and chord distance of 49.54 feet, thence run North 44 degrees 40 minutes 41 seconds East, for a distance of 521.80 feet, thence run along a curve to the left having a radius of 3,049.91 feet and arc length of 79.30 feet, being subtended by a bearing of North 44 degrees 10 minutes 46 seconds East and chord distance of 79.30 feet, thence run along a curve to the left having a radius of 1,549.95 feet and arc length of 237.73 feet, being subtended by a bearing of North 38 degrees 47 minutes 54 seconds East and chord distance of 237.50 feet, thence run along a curve to the left having a radius of 2,069.34 feet and arc length of 1.19 feet, being subtended by a bearing of North 34 degrees 13 minutes 23 seconds East and chord distance of 1.19 feet; to the Point of Beginning; and also except (2) that portion of land lying between the center line of Blue Creek and the Louisville and Nashville Railroad (CSX Transportation Inc.); the South-West quarter of the North-East quarter except that portion lying North of the center line of Blue Creek; the East half of the South-East quarter of the North-East quarter; that portion of the North-East quarter of the North-West quarter lying North of the Louisville and Nashville Railroad except the following described tract: Begin at the Northwest corner of said quarter-quarter, thence East along the North boundary of said quarter-quarter 1067.00 feet, thence turning an angle of 122 degrees 40 minutes 04 seconds right Southwest 206.24 feet, thence turning an angle of 42 degrees 08 minutes 49 seconds right Southwest 946.54 feet to a point on the center line of Johns Road, thence turning an angle of 86 degrees 02 minutes 31 seconds right Northwest 118.24 feet along the center line of Johns Road to the intersection with the West boundary of said quarter-quarter, thence turning an angle of 18 degrees 30 minutes 45 seconds right North 309.87 feet along said West boundary line to the Point of Beginning; the South-West quarter of the North-West quarter; the South-East quarter of the North-West quarter except that part bounded by the Louisville and Nashville Railroad and the center line of Blue Creek; the South half of the Section; less and except the right of way of the Louisville and Nashville Railroad (CSX Transportation Inc.); subject to a non-exclusive 60.0 foot wide easement previously reserved by United States Steel Corporation on the lands described in said Section to serve the adjoining lands of United
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		States Steel Corporation, for the purpose of providing ingress and egress to serve the adjoining lands of United States Steel Corporation and its successors and assigns intersecting with the Bessemer Johns Road and crossing the following quarter-quarter Sections, the North-East quarter of the North-West quarter and the South-East quarter of the North-West quarter, as shown on map labeled Exhibit 11.
173	21	The entire Section.
174	22	The North-West quarter of the North-East quarter; the North-West quarter; the North half of the South half of the Section; a 100.00 feet wide strip across the South-West quarter of the South-West quarter; less and except the right of way of the Louisville and Nashville Railroad (CSX Transportation Inc.).
175	23	The North-West quarter; the North half of the South-West quarter; less and except the right of way of the Louisville and Nashville Railroad (CSX Transportation Inc.).
176	28	The entire Section.
177	29	The entire Section.
178	30	The North-East quarter except the following described tract: the Northwest diagonal half of the North-West quarter of the North-West quarter of the North-West quarter of the North-East quarter; that part of the North-East quarter of the North-West quarter lying North of the right of way of the Louisville and Nashville Railroad Company (CSX Transportation Inc.); that part of the North-West quarter of the North-West quarter lying North of the Louisville and Nashville Railroad except that following described tract: commence at the Northwest corner of the North-West quarter of the North-West quarter, thence South along the West boundary of said quarter-quarter a distance of 399.18 feet to the Point of Beginning of the tract herein excepted, thence turning an angle of 41 degrees 22 minutes 42 seconds left Southeast 352.60 feet to a point on the center line of Johns Road, thence South and West along the center line of said public road to the intersection with the West line of said quarter-quarter, thence North along said West boundary line to the Point of Beginning; the North-East quarter of the South-West quarter; the Southwest diagonal half of the North half of the North-West quarter of the South-West quarter; the South half of the North-West quarter of the South-West quarter; the South half of the South-West quarter; the South-East quarter; subject to a non-exclusive 60.0 foot wide easement previously reserved by United States Steel Corporation on the lands described in said Section to serve the adjoining lands of United States Steel Corporation, for the purpose of providing ingress and egress to serve the adjoining lands of United States Steel Corporation and its successors and assigns intersecting with the Bessemer Johns Road and crossing the following quarter-quarter Sections, the North-West quarter of the North-West quarter and the South-West quarter of the North-West quarter, as shown on map labeled Exhibit 12.

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179	31	The entire Section except the South-West quarter of the South-East quarter.
180	32	That part of the North half of the North half of said Section lying West of the center line of Blue Creek Road; the South-West quarter of the North-West quarter; the South-East of the North-West quarter except the following three (3) tracts: (1) the South half of said quarter-quarter; (2) that part lying to the East of the center line of Blue Creek Road; and (3) the following described tract: Begin at the Northeast corner of the South-East quarter of the North-West quarter of said Section 32, and run Southerly along the East boundary thereof 358.16 feet, thence Southwesterly with a deflection angle of 56 degrees 08 minutes 38 seconds to the right, 334.72 feet, thence Southwesterly with a deflection angle of 6 degrees 14 minutes 05 seconds to the right, 409.43 feet to the Southwest corner of a tract of land conveyed by Tennessee Coal, Iron and Railroad Company to Blue Creek Baptist Church by document dated April 1, 1914, as recorded in Volume 777, Page 288, in the Office of Judge of Probate, Jefferson County, Alabama; thence northwesterly with a deflection angel of 85 degrees 24 minutes 19 seconds to the right 206.80 feet (said course being along the South-West boundary of said Church parcel for 166.8 feet – Deed); thence Northeasterly with a deflection angle of 90 degrees 04 minutes 00 seconds to the right, 571.16 feet; thence Northeasterly with a deflection angle of 11 degrees 59 minutes 30 seconds to the left, 369.64 feet to the Point of Beginning; that part of South-West quarter lying West of the center line of Blue Creek Road.

Jefferson County
Township 19 South, Range 6 West

Tract	Section	
181	1	The North half of the North-East quarter; the South-West quarter of the North-East quarter; the North half of the North half of the South-East quarter of the North-East quarter; the South half of the North-West quarter; the West three quarters of the North-West quarter of the South-West quarter; the South half of the South-West quarter; the West half of the South-East quarter.
182	2	The North-West quarter of the Section.
183	3	The North-East quarter; that part of the South half of the North half of the North-East quarter of the North-West quarter lying East of the Oak Grove – Adger Road; the North-East quarter of the South-East quarter; the North 360 feet of the North-West quarter of the South-East quarter.
190	10	The North-East quarter of the North-West quarter except the following described tract: Begin at the Southwest corner, thence North along the West boundary 1110.95 feet, thence turning an angle of 125 degrees 09 minutes to the right Southeast 65.1 feet, thence turning an angle of 7 degrees 52 minutes to the right Southeast 104.70 feet, thence turning an

		angle of 19 degrees 22 minutes to the right Southeast 57.5 feet, thence turning an angle of 16 degrees 59 minutes to the right Southeast 57.00 feet, thence turning an angle of 14 degrees 38 minutes to the right South 54.9 feet, thence turning an angle of 19 degrees to the right Southwest 54.00 feet, thence turning an angle of 18 degrees 04 minutes to the left 28.00 feet, thence turning an angle of 27 degrees 22 minutes to the left Southeast 28.1 feet, thence turning an angle of 14 degrees 59 minutes to the left Southeast 148.8 feet, thence turning an angle of 12 degrees 51 minutes to the right Southeast 28.9 feet, thence turning an angle of 20 degrees 40 minutes to the right Southeast 29.2 feet, thence turning an angle of 12 degrees 07 minutes to the right Southwest 70.9 feet, thence turning an angle of 1 degree 50 minutes to the left Southwest 67.3 feet, thence turning an angle of 07 degrees 09 minutes to the right Southwest 259.10 feet, thence turning an angle of 4 degrees 31 minutes to the right Southwest 93.3 feet, thence turning an angle of 3 degrees 20 minutes to the right Southwest 93.9 feet, more or less, to the South boundary of said quarter-quarter Section, thence turning an angle of 69 degrees 54 minutes to the right West along said South boundary to Point of Beginning.
191	11	The North half of the North-West quarter.
192	15	That portion of the North-East quarter lying North and East of the centerline of Mud Creek Road.
200	23	The North-East quarter of the North-East quarter; the South-West quarter of the North-East quarter; the North-West quarter except the following described tract: commence at the Northwest corner of said Section, thence South along the West line of said Section 665.91 feet to the Point of Beginning of the tract herein excepted, thence turning an angle of 96 degrees 38 minutes 18 seconds left Northeast 172.34 feet, thence turn an angle of 3 degrees 55 minutes 57 seconds to the right East 128.01 feet, thence turning an angle of 31 degrees 35 minutes 32 seconds left Northeast 79.35 feet, thence turning an angle of 13 degrees 12 minutes 43 seconds right Northeast 67.87 feet, thence turning an angle of 57 degrees 49 minutes 22 seconds right Southeast 34.18 feet, thence turning an angle of 93 degrees 40 minutes 29 seconds right Southwest 79.81 feet, thence turning an angle of 25 degrees 07 minutes 10 seconds left Southwest 118.92 feet, thence turning an angle of 1 degree 19 minutes 15 seconds left Southwest 233.94 feet, thence turning an angle of 64 degrees 20 minutes 43 seconds right Southwest 87.51 feet, thence turning an angle of 48 degrees 23 minutes 32 seconds left Southwest 94.98 feet, thence turning an angle of 111 degrees 50 minutes 15 seconds right Northwest 295.04 feet to the intersection with the West line of the Section, thence North along said Section line to the Point of Beginning; the South half of the Section except the three (3) following tracts: (1) The West half of the South-West quarter; (2) the South-East quarter of the South-East quarter; and (3) commence at the Southeast corner of the South-West quarter of the South-East quarter, thence West along the South Section line 1,593.57 feet, thence turning an angle of 116 degrees 56 minutes right Northeast 196.31 feet to a point, said point also being the Point of Beginning of the tract

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		herein excepted, thence turning an angle of 90 degrees 00 minutes to the right in a Southeasterly direction 260.0 feet, thence turn an angle of 90 degrees 00 minutes to the left in a Northeasterly direction 681.54 feet to the center line of Dogwood Grove Road, thence turn an angle of 47 degrees 38 minutes to the left in a Northwesterly direction 142.01 feet to a point of a curve of a curve to the left having a radius of 1,432.69 feet and a central angle of 7 degrees 55 minutes and a chord of 197.8 feet, thence along the arc of said curve 197.92 feet, thence turn an angle of 128 degrees 24 minutes 30 seconds to the left from cord of said curve in a Southwesterly direction 900.0 feet to the Point of Beginning.
201	25	The East half of the North-East quarter except the following two (2) tracts: (1) commence at the Northeast corner of Section 25, thence South along the East line of said Section 399.18 feet to the Point of Beginning of the tract herein excepted, thence turning an angle of 138 degrees 37 minutes 18 seconds to the right Northwest 82.40 feet, thence turning an angle of 94 degrees 31 minutes 25 seconds left Southwest 1243.80 feet, thence turning an angle of 87 degrees 21 minutes 55 seconds left Southeast 425.39 feet to a point on the center line of Bessemer-John's Road, thence along the center line of Bessemer-John's Road North and East 724.76 feet to the intersection with the East line of the Section, thence North along said East line to the Point of Beginning; (2) Begin at the Northeast corner of the South half of the South-East quarter of the North-East quarter, thence West parallel to the South line of said quarter-quarter to the right of way of the Louisville and Nashville Railroad (CSX Transportation, Inc.), thence North-East along said railroad to the intersection with the East line of said quarter-quarter, thence South along the East line to the Point of Beginning; the South-West quarter of the North-East quarter; the North-East quarter of the South-West quarter; the South half of the South-West quarter; the South-East quarter; also less and except the right of way of the Louisville and Nashville Railroad; subject to a non-exclusive 60.0 foot wide easement previously reserved by United States Steel Corporation on the lands described in said Section to serve the adjoining lands of United States Steel Corporation, for the purpose of providing ingress and egress to serve the adjoining lands of United States Steel Corporation and its successors and assigns intersecting with the Bessemer Johns Road and crossing the following quarter-quarter Sections, the North-East quarter of the North-East quarter and the South-East quarter of the North-East quarter, as shown on map labeled Exhibit 13.
208	34	The South-East quarter of the Section except the following described tract within said quarter: Begin at a point in the South boundary 811.60 feet West of the Southeast corner, said point being on the Northwest boundary of the right of way of the Louisville & Nashville Railroad (CSX Transportation, Inc.), thence West along said South boundary 101.1 feet, thence turning an angle of 51 degrees 08 minutes to the right Northwest 86.6 feet, thence turning an angle of 90 degrees to the right Northeast 760.00 feet, thence turning an angle of 90 degrees to the right Southeast 150.00 feet to the Northwest boundary of said right-of-way, thence turning an angle of 90 degrees to the right Southwest along said right-of-way

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		boundary to the Point of Beginning; less and except the right of way of the Louisville and Nashville Railroad (CSX Transportation Inc.).
209	35	The entire Section except the West half of the North-West quarter; less and except the right of way of the Louisville and Nashville Railroad (CSX Transportation Inc.).
210	36	The North-East quarter; the North-East quarter of the North-West quarter except the Northwest diagonal half of the North-West quarter of the North-East quarter of the North-West quarter; that part of the North-West quarter of the North-West quarter lying Northwest of the right of way of the Louisville & Nashville Railroad (CSX Transportation Inc.); the South half of the North-West quarter except the Northwest diagonal half of the North-West quarter of the South-West quarter of the North-West quarter; the South half of the Section except the following five (5) tracts: (1) the North-East quarter of the South-West quarter of the South-East quarter, (2) the Northwest diagonal half of the South-East quarter of the South-West quarter of the South-East quarter, (3) the South-West quarter of the South-West quarter of the South-East quarter, (4) that part of the North-West quarter of the South-West quarter of the South-East quarter lying south of the center line of Lawstontown Road, (5) the Southeast diagonal half of the South-East quarter of the South-East quarter of the South-West quarter.

Jefferson County**Township 20 South, Range 5 West**

Tract	Section	
217	6	The South-West quarter of the North-East quarter; the West half of the North-West quarter; the South-East quarter of the North-West quarter; the North-East quarter of the South-West quarter; the North-West quarter of the South-East quarter.

Jefferson County**Township 20 South, Range 6 West**

Tract	Section	
218	1	The East half of the North-East quarter; the South-West quarter of the North-East quarter; the North-West quarter of the North-East quarter except the Northwest diagonal half of the North-West quarter of said quarter-quarter; the Northwest diagonal half of the North-West quarter of the North-East quarter of the North-West quarter; the North-West quarter of the North-West quarter except the Southeast diagonal half of the South-East quarter of said quarter-quarter; the Southeast diagonal half of the East half of the South-West quarter of the North-West quarter; the South-East quarter of the North-West quarter; the South half of Section; the Southeast diagonal half of the South-East quarter of the North-East quarter of the North-West quarter.
219	2	The North half of the North-East quarter; the South-West quarter of the



		North-East quarter; the Northwest diagonal half of the South-East quarter of the North-East quarter; South half of the North-East quarter of the North-West quarter; the Southeast diagonal half of the North half of the North-East quarter of the North-West quarter; the South-West quarter of the North-West quarter except the Northwest diagonal half of the North-West quarter of said quarter-quarter; the North half of the South-West quarter; the Northwest diagonal half of the North half of the South-West quarter of the South-West quarter; the West half of the North-West quarter of the South-East quarter; the Northwest diagonal half of the East half of the North-West quarter of the South-East quarter; the Southeast diagonal half of the East half of the South-East quarter; the South-East quarter of the North-West quarter; the Southeast diagonal half of the South-East quarter of the North-West quarter of the North-West quarter.
220	3	That part of the North-East quarter lying West of the right of way of the Louisville and Nashville Railroad (CSX Transportation) except the following described tract: commence at the Northeast Section corner of said Section 3, thence West along the North boundary of said Section 811.60 feet to the Point of Beginning of a tract herein described, thence continue West along the North Section boundary 101.1 feet, thence turn an angle of 128 degrees 52 minutes to the left in a Southeasterly direction 63.4 feet, thence turn an angle of 90 degrees to the left in a Northeasterly direction 78.7 feet to the Point of Beginning; the Southeast diagonal half of the South-East quarter of the North-East quarter; that part of the South-East quarter of the North-West quarter lying West of the right of way of the Louisville and Nashville Railroad; that part of the South-West quarter lying West of the Louisville and Nashville Railroad; the North-East quarter of the South-East quarter; that part of the North-West quarter of the South-East quarter lying Southeast of a straight line between the Southeast corner of the South-West quarter of the South-West quarter of said quarter-quarter and the Northeast corner of said quarter-quarter; the South half of the South-East quarter except the West one quarter ($\frac{1}{4}$) of the South-West quarter of the South-East quarter and also except that portion lying Southeast of a straight line between the Southeast corner of the South-West quarter of the South-West quarter of the South-West quarter of the South-East quarter to the mid-point on the East boundary of the South-East quarter of the South-East quarter.
221	4	The North-East quarter of the South-East quarter; the South half of the South-East quarter except that part lying Southeast of the right of way line of the Louisville & Nashville Railroad (CSX Transportation Inc.).
222	10	The North-West quarter of the South-East quarter.
223	11	The East half of the North-East quarter; the South half of the North-West quarter of the North-East quarter; the South half of the North-East quarter of the North-West quarter; the Southeast diagonal half of the South half of the North-West quarter of the North-West quarter; the South half of the North-West quarter; the North-East quarter of the South-West quarter; the North half of the South-East quarter; the South-West quarter of the North-

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		East quarter.
224	12	The West half of the North-West quarter; the North-West quarter of the South-West quarter.

Jefferson County**Township 18 South, Range 6 West**

Tract	Section	
239	30	The North-West quarter of the North-West quarter of the South-West quarter; the North half of the South-West quarter of the North-West quarter of the South-West quarter; the West half of the North-East quarter of the North-West quarter of the South-West quarter; the North-West quarter of the South-East quarter of the North-West quarter of the South-West quarter.

Jefferson County Red – tracts 261 through 322**Township 16 South, Range 4 West**

Tract	Section	
261	30	The East half of the North-East quarter, the North-West quarter of the North-East quarter, the North-West quarter; the North-West quarter of the South-West quarter; the South half of the South half of Section; that part of the North-East quarter of the South-West quarter lying South of the St. Louis and San Francisco Railroad.

Jefferson County**Township 16 South, Range 5 West**

Tract	Section	
262	25	The North-East quarter; the East half of the North-West quarter; the following described tract in the South-West quarter: Begin at the Northeast corner of the West half of the South-West quarter, thence West along the North line of said half quarter 1,186.91 feet, thence turning an angle of 117 degrees 13 minutes 30 seconds left Southeast 596.96 feet, thence turning an angle of 13 degrees 39 minutes right Southeast 2,169.00 feet, more or less, to the South line of said Section, thence turning an angle of 76 degrees 14 minutes left East 448.47 feet to a point along the South line of said Section said point also being the Southeast corner of the West half of the South-West quarter, thence turning an angle of 91 degrees 07 minutes 54 seconds left North 1,020.00 feet, thence turning an angle of 91 degrees 07 minutes 54 seconds right East 300.00 feet, thence turning an angle of 61 degrees 54 minutes right Southeast 1,156.30 feet, more or less, to the intersection with the South line of the Section, thence turning an angle of 61 degrees 54 minutes left East 602.20 feet along the South line of the Section to the Southeast corner of the South-East quarter of the South-West quarter, thence North along the East line of the South-East quarter to the

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		Northeast corner of said quarter, thence West along the North line of the South-West quarter to the Point of Beginning; that part of the South-East quarter lying North of the center line of Village Creek and also North of the center line of Dry Branch.
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Jefferson County**Township 17 South, Range 4 West**

Tract	Section	
263	4	The South-West quarter; the West half of the South-East quarter; and that part of the North-West quarter lying South of the center line of Hazelwood Road.
264	5	That part of the East half of the North-East quarter of the North-East quarter lying South of Hazelwood Midway Road; the South half of the North-East quarter; that part of the East half of the North-West quarter of the North-West quarter lying South of Union Grove Road, the South-West quarter of the North-West quarter; the South-East quarter of the North-West quarter except the following described tract: commence at the Northwest corner of said quarter-quarter, thence East along the North boundary of said quarter-quarter 770.58 feet to the center line of Dogwood Road and also the Point of Beginning; thence turn an angle of 140 degrees 06 minutes 20 seconds to the right Southwesterly along said center line 38.49 feet, to the beginning of a curve to right with a radius of 18,334.24 feet, a central angle of 0 degrees 56 minutes 15 seconds, thence along the arc of said curve and also said center line 299.99 feet, thence in a straight line tangent to said curve 337.14 feet, thence turn an angle of 90 degrees 22 minutes 59 seconds to the left in a Southeasterly direction 448.29 feet, thence turn an angle of 48 degrees 41 minutes 11 seconds to the left in an Easterly direction 771.07 feet to the East boundary of said quarter-quarter, thence turn an angle to the left of 90 degrees 00 minutes 25 seconds along the East boundary of the South-East quarter of the North-West quarter in a Northerly direction to the Northeast corner of said quarter-quarter, thence West along the North boundary of said quarter-quarter to the Point of Beginning; the South half of Section.
265	6	The South-East quarter of the North-West quarter except the following described tract: Begin at the Northeast corner of said quarter-quarter, thence South along the East line of said quarter-quarter to the intersection of the center line of Union Grove Road, thence turn angel of 65 degrees 10 minutes 30 seconds to right along said center line in a Southwesterly direction 110.1 feet, thence turn an angle of 23 degrees 50 minutes 30 seconds to the right along said center line in a Westerly direction 340.75 feet, thence turn an angle of 90 degrees 53 minutes right North 368.50 feet to the intersection with the North line of the South-East quarter of the North-West quarter, thence East along said North line to the Point of Beginning; the South-East quarter of the South-West quarter of the South-East quarter; the South-East quarter of the South-East quarter.

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266	20	The South-East quarter of the South-East quarter less and except the right of way of the Birmingham Southern Railroad Company (Birmingham Terminal Railway Company, L.L.C.).
267	21	That part of the Section lying south of the center line of Mulga Loop Road and above the existing water line of Bayview Lake except the following described tract: commence at the Southwest corner of Section 21, and run easterly along the South line of said Section 2403.53 feet; thence turn left a deflection angle of 94 degrees 41 minutes and run northerly 108.89 feet; thence turn left a deflection angle of 6 degrees 34 minutes 32 seconds and run northerly 269.18 feet; thence turn right a deflection angle of 29 degrees 32 minutes 32 seconds and run northerly 206.87 feet; thence turn left a deflection angle of 44 degrees 51 minutes 33 seconds and run northwesterly 75.37 feet to the point of beginning; thence turn right a deflection angle of 75 degrees 06 minutes 06 seconds and run northeasterly 632.45 feet; thence turn right a deflection angle of 99 degrees 24 minutes 51 seconds and run southeasterly 336.18 feet; thence turn right a deflection angle of 46 degrees 15 minutes 15 seconds and run southwesterly 462.16 feet; thence turn right a deflection angle of 43 degrees 44 minutes 36 seconds and run southwesterly 297.15 feet; thence turn right a deflection angle of 22 degrees 50 minutes 50 seconds and run southwesterly 47.77 feet; thence turn right a deflection angle of 72 degrees 37 minutes 31 seconds and run northwesterly 536.20 feet to the point of beginning; that part of the East half of the North-East quarter lying east and north and above Bayview Lake; that part of the North-West quarter of the North-West quarter lying north of the center line of the Mulga Loop Road and west and above Bayview Lake.
268	22	That part of the West half of the West half of the Section lying south and west of Mulga Loop Road except the following described tract: commence at a 3" iron pipe found at the Southwest corner of the South-West quarter of the South-West quarter of Section; thence proceed easterly along the South line of said South-West quarter of the South-West quarter for 384.50 feet to the center line of an existing power line easement; thence turn a deflection angle left 66 degrees 05 minutes 00 seconds and proceed northeasterly along said center line of existing power line easement for 1227.63 feet to a point; thence turn a deflection angle right of 90 degrees 00 minutes 00 seconds and proceed southeasterly for 15.00 feet to an iron pin set at the point of beginning; thence turn a deflection angle left 90 degrees 00 minutes 00 seconds and proceed northeasterly for 111.63 feet; thence turn a deflection angle right 79 degrees 40 minutes 35 seconds and proceed southeasterly for 209.10 feet to an iron pin set; thence turn a deflection angle right 90 degrees 00 minutes 00 seconds and proceed southwesterly for 249.11

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		feet to an iron pin set; thence turn a deflection angle right 90 degrees 00 minutes 00 seconds and proceed northwesterly for 150.00 feet to an iron pin set; thence turn a deflection angle right of 60 degrees 24 minutes 22 seconds and proceed northwesterly for 160.18 feet to the point of beginning.
269	27	The North-West quarter of the North-West quarter; that part of the South-West quarter of the North-West quarter described as follows: Begin at the Northwest corner of said quarter-quarter, thence East along the North line to the Northeast corner of said quarter-quarter, thence turning an angle of 115 degrees 50 minutes 36 seconds right Southwesterly 359.50 feet to a point on the center line of Birmingham Road, thence North and West along the center line of said public road to the intersection of the West line of said quarter-quarter, thence North along said West line to the Point of Beginning.
270	28	That part of the North half lying north of the center line of Birmingham Road and above the existing water line of Bayview Lake; that part of the West half lying south and west of the center line of the Birmingham Southern Railroad except the following two (2) described tracts: (1) commence at the Southwest corner of Section 28; thence in a northerly direction along the West boundary of said Section 421.30 feet to intersection with the center line of right-of-way for Old Mulga Loop Road as conveyed by Tennessee Coal Iron and Railroad Company to Jefferson County, Alabama, by deed dated May 4, 1939; thence turning an angle of 80 degrees 03 minutes 30 seconds to the right in a northeasterly direction along the center line of said right of way for Old Mulga Loop Road 1129.15 feet; thence turning an angle of 90 degrees 00 minutes to the left in a northwesterly direction along a straight line 25.00 feet to intersection with the northwest boundary of said right-of-way, said intersection being the point of beginning of boundary of a tract of land herein described; thence continuing in a northwesterly direction along said straight line 40.00 feet; thence turning an angle of 90 degrees 00 minutes to the right in a northeasterly direction 50.00 feet; thence turning an angle of 90 degrees 00 minutes to the right in a southeasterly direction 40.00 feet to intersection with said northwest boundary of right-of-way for Old Mulga Loop Road; thence turning an angle of 90 degrees 00 minutes to the right in a southwesterly direction along the northwest boundary of said right-of-way 50.00 feet to the point of beginning; (2) that part of the following tract lying in Section 28; commence at an iron pin found purported to be the Southwest corner of Section 28; thence northerly along West line of said Section North 01 degrees 17 minutes 24 seconds West for 223.35 feet to a point on the northeast approximate prescriptive right-of-way margin of Pleasant Grove Road; thence along said approximate right-of-way margin North 29 degrees 51 minutes 15 seconds West for 11.16 feet to

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		a point also known as the point of beginning herein described parcel; thence continue along said approximate prescriptive right-of-way margin of Pleasant Grove Road North 29 degrees 51 minutes 15 seconds West for 116.60 feet to a point at the intersection of the approximate northeast prescriptive right-of-way margin of Pleasant Grove Road and the south approximate prescriptive right-of-way margin of Old Mulga Loop Road; thence along said approximate south right-of-way margin of Old Mulga Loop Road North 79 degrees 41 minutes 04 seconds East for 205.55 feet to a point; thence leaving said approximate right-of-way margin South 10 degrees 18 minutes 56 seconds East for 150.00 feet to a point; thence South 77 degrees 00 minutes 32 seconds West for 150.00 feet to the point of beginning.
271	29	The North-East quarter except that part lying South of the center line of Birmingham Road and East of the right of way of the Birmingham Southern Railroad (Birmingham Terminal Railway Company, L.L.C.); the North-West quarter except that part lying North of the center line of Birmingham Road; the South half of the Section except the following three (3) described tracts: (1) Begin at the Southeast corner of the West half of the South-East quarter of the South-East quarter, thence West along the South Section line to the Southwest corner of the East half of the South-East quarter of the South-West quarter, thence turning an angle of 134 degrees 26 minutes right North-East 1,775.89 feet to the center line of Old Mulga Loop Road, thence South and East along the center line of Old Mulga Loop Road to the intersection with the West line of the South-East quarter of the South-East quarter, thence South along said West line to the Northwest corner of the South-West quarter of the South-East quarter of the South-East quarter, thence South-East along a straight line to the Point of Beginning; (2) that part of the following tract lying in Section 29: commence at an iron pin found the Southwest corner of said Section 28 and the Southeast corner of Section 29, thence North along East line of said Section 29 North 01 degrees 17 minutes 24 seconds West for 223.35 feet to a point on the North-East approximate prescriptive right-of-way margin of Pleasant Grove Road, thence along said approximate right-of-way margin North 29 degrees 51 minutes 15 seconds West for 11.16 feet to a point also known as the Point of Beginning herein described parcel, thence continue along said approximate prescriptive right-of-way margin of Pleasant Grove Road North 29 degrees 51 minutes 15 seconds West for 166.60 feet to a point at the intersection of the approximate North-East prescriptive right-of-way margin of Pleasant Grove Road and the South approximate prescriptive right-of-way margin of Old Mulga Loop Road, thence along said approximate South right-of-way margin of Old Mulga Loop Road North 79 degrees 41 minutes 04 seconds East for 205.55 feet to a point, thence leaving said approximate right-of-way margin South 10 degrees 18 minutes 56 seconds East for 150.00 feet to a point, thence South 77 degrees 00 minutes 32 seconds West for 150.00 feet to the Point of Beginning; (3) less and except the right of way of the Birmingham Southern Railroad Company (Birmingham Terminal Railway Company,

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		L.L.C.).
272	30	That part of the Section lying South of the center line of Birmingham Road except part of the North 933.38 feet by East 933.38 feet of the North-East quarter of the North-East quarter; and also less and except the right of way of the Birmingham Southern Railroad Company (Birmingham Terminal Railway Company, L.L.C.).
273	31	The entire Section except the following three (3) tracts: (1) that part of the South-East quarter of the South-East quarter lying South-East of a line extending from a point in the North boundary 937.10 feet East of the Northwest corner to a point in the West boundary 402.29 feet South of the Northwest corner: (2) that part of the South-West quarter of the South-East quarter lying South-East of a line extending from the Southwest corner to a point in the East boundary 488.54 feet North of the Southeast corner: (3) less and except the right of way of the Birmingham Southern Railroad Company (Birmingham Terminal Railway Company, L.L.C.).
274	33	That part of the Section described as follows: Begin at the Northwest corner of the North-West quarter of the South-West quarter, thence South 159.42 feet along the West line of said quarter-quarter, thence turning an angle of 89 degrees 36 minutes 23 seconds left in an Easterly direction 400.05 feet, thence turning an angle of 21 degrees 36 minutes 40 seconds left in a Northeasterly direction 1,141.54 feet to the intersection of the center line of Pleasant Grove Road, thence North and East along the center line of Pleasant Grove Road to the center line of the East Pleasant Grove Road, thence northeasterly along the center line of East Pleasant Grove Road to the intersection with the center line of the New Mulga Loop Road, thence South and East along the center line of New Mulga Loop Road to the intersection with the West boundary of the Birmingham Southern Railway (Birmingham Terminal Railway, L.L.C.) rail line; thence Northwesterly along the West boundary of said railroad to the intersection with the North line of the Section, thence West along the North Section line to the Northwest corner of the Section, thence South 1,040.52 feet along the West line of the Section, thence turning an angle of 121 degrees 42 minutes 20 seconds left in a Northeasterly direction 478.85 feet to the center line of North Pleasant Grove Road, thence South and East along the center line of said public road 592.05 feet, thence turning an angle of 91 degrees 28 minutes 19 seconds right Southwesterly 237.55 feet, thence turning an angle of 90 degrees 01 minutes 02 seconds right in a Northwesterly direction 289.98 feet, thence turning an angle of 90 degrees 02 minutes left in a Southwesterly direction 428.15 feet to the intersection of the West Section line, thence South along the West line of Section to the Point of Beginning; except the following tract located in the before mentioned tract: commence at the Northwest corner of said North-West quarter, thence in an Easterly direction along the North boundary of said quarter Section 100.05 feet, thence turning an angle of 60 degrees 16 minutes 35 seconds to the right in a Southeasterly direction along a straight line

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		216.63 feet, thence turning an angle of 16 degrees 54 minutes 18 seconds to the right in a Southeasterly direction along a straight line 469.11 feet, thence turning an angle of 18 degrees 05 minutes 10 seconds to the left in a Southeasterly direction along a straight line 665.38 feet, thence turning an angle of 2 degrees 55 minutes 46 seconds to the left in a Southeasterly direction along a straight line 167.32 feet to the arc of a curve, tangent to said straight line, said arc turning to the left having a radius of 1,637.02 feet and being subtended by a central angle of 9 degrees 35 minutes 48 seconds said point being in the center line of a road and also being the Point of Beginning of the tract of land herein described; thence in a Southeasterly direction along the arc and center line of said road 274.19 feet, thence tangent in a straight line along the center line of said road 175.61 feet to a curve turning to the right, having a radius of 1,809.34 feet, being subtended by a central angle of 7 degrees 55 minutes 23 seconds and having a chord of 250.00 feet in length, thence in a Southeasterly direction along said arc which is the center line of said curve 250.20 feet, thence turning an angle of 86 degrees 02 minutes 18 seconds to the left from said chord in a Northeasterly direction 550.00 feet, thence turning an angle of 94 degrees 37 minutes 20 seconds to the left in a Northwesterly direction 700.00 feet, thence turning an angle of 85 degrees 28 minutes 26 seconds to the left in a Southwesterly direction 550.00 feet to the Point of Beginning.
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Jefferson County
Township 17 South, Range 5 West

Tract	Section	
275	28	The Southwest diagonal half of the North-West quarter of the North-East quarter; the South-West quarter of the North-East quarter; the West half of Section; the West half of the South-East quarter.
276	29	The North-East quarter except the Northwest diagonal half of the North-West quarter of the North-East quarter; the Southeast diagonal half of the South-East quarter of the North-West quarter; the East half of the South-West quarter; the South-East quarter.
277	33	The following described tract in the East half of the North-East quarter: Begin at the Southwest corner of the North-East quarter of the North-East quarter, thence East along the South line of said quarter-quarter 252.24 feet, thence turning an angle of 32 degrees 26 minutes 30 seconds right Southeast 915.29 feet, thence turning an angle of 94 degrees 22 minutes 48 seconds left Northeast 536.41 feet, thence turning an angle of 89 degrees 26 minutes 00 seconds left Northwest 1,468.94 feet to the intersection with the West line of the North-East quarter of the North-East quarter, thence South along the West line of said quarter-quarter to the Point of Beginning; the North-West quarter of the North-East quarter; the West half of Section; the South half of the South-East quarter
278	34	That part of Section described as follows: Begin at the Northwest corner

		of the South-West quarter of the North-West quarter, thence South along the West line of said quarter-quarter to the center line of Birmingham Road, thence South and East along the centerline of said public road 803.88 feet, thence turning an angle left 90 degrees left Northeast 450.76 feet, thence turning an angle of 90 degrees right Southeast 500.00 feet, thence turning an angle of 90 degrees right Southwest 450.76 feet to the intersection with the center line of Birmingham Road, thence South and East along the center line of said public road 1,067.56 feet, thence East parallel with the South line of the North half a distance of 153.47 feet, thence turning an angle of 34 degrees 20 minutes 30 seconds left Northeast 1,132.85 feet, thence turning an angle of 70 degrees 57 minutes 15 seconds left Northwest in a straight line to the Northeast corner of the North-West quarter, thence West along the North Section line to the Northwest corner of the North-East quarter of the North-West quarter, thence Southwest in a straight line to the Point of Beginning.
279	36	A tract of land in the South-West quarter of the South-West quarter, being a 30 foot wide strip on each side of the following described center line: Begin at a point on the South boundary of said quarter-quarter 265.04 feet East of the Southwest corner of said Section, thence turn 92 degrees 46 minutes to the left in a Northerly direction parallel with the West boundary of said Section 715.42 feet to the Southeast boundary of the right-of-way for the Birmingham Road (Alabama State Highway # 269).

Jefferson County
Township 17 South, Range 6 West

Tract	Section	
280	20	The South half of the South-East quarter.
281	28	The North-West quarter of the North-West quarter.
282	29	The North half of Section except the North-West quarter of the North-West quarter; the South half of the Section except the South-East quarter of the South-East quarter; and also except a parcel of land located in the South-West quarter of the South-East quarter of Section 29, township 17 South, Range 6 West, Jefferson County, Alabama, being more particularly described as follows: commence at a 2" open top iron pipe located at the Southeast corner of the South-West quarter of the South-East quarter of Section 29, Township 17 South, Range 6 West, thence run in a Northerly direction along the East line of said quarter-quarter for a distance of 465.08 feet, more or less, to a 2" open top iron pin on the North right-of-way line of Belcher Ferry Road and the Point of Beginning of the following described parcel; thence continue in a northerly direction along the East line of said quarter-quarter for a distance of 867.46 feet, thence turn an interior angle of 90 degrees 00 minutes 00 seconds to the right and run in a Westerly direction for a distance of 250.00 feet, thence turn an interior angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a

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		distance of 687.53 feet to a point on the Northerly right-of-way of Belcher Ferry Road, thence turn an interior angle of 131 degrees 49 minutes 48 seconds and run Southeasterly along the Northerly right-of-way of Belcher Ferry Road for a distance of 33.81 feet, thence turn an interior angle to the right of 181 degrees 04 minutes 20 seconds to the right and run Southeasterly along the Northerly right-of-way of Belcher Ferry Road for a distance of 59.65 feet, thence turn an interior angle to the right of 182 degrees 33 minutes 05 seconds and run Southeasterly along the Northerly right-of-way line of Belcher Ferry Road for a distance of 69.28 feet to the point of curve of a curve to the left, having a radius of 234.23 feet and a delta angle of 36 degrees 59 minutes 49 seconds, thence run along said curve for a distance of 151.25 feet to the Point of Beginning
283	32	The North-West quarter of the North-East quarter; the North-West quarter except the following described tract: Begin at the Northwest corner of the Section, thence South along the West Section line 881.7 feet, thence turning an angle of 89 degrees 43 minutes left East 654.22 feet, thence turning an angle of 90 degrees 32 minutes 26 seconds left North 797.31 feet to the intersection with the center line of Shorttown Branch Road, thence along the center line of said public road North and West to the intersection with the North Section line, thence West along said North line to the Point of Beginning.

Jefferson County**Township 17 South, Range 7 West**

Tract	Section	
284	35	That part of the North-East quarter of the South-West quarter described as follows: Begin at the Northeast corner of said quarter-quarter, thence South along the East boundary of said quarter-quarter 764.13 feet, thence turn an angle of 91 degrees 52 minutes to the right in a Westerly direction 569.20 feet, thence Northwesterly along a slough to the East bank of the Warrior River (in accordance with the boundaries thereof established by grant of patent from the United States of America), thence in a Northeasterly direction along said bank to the North boundary of said quarter-quarter, thence East along North boundary to the Point of Beginning; the South-West quarter of the South-East quarter.

Jefferson County**Township 18 South, Range 4 West**

Tract	Section	
285	6	The West half of the North-West quarter; the North-West quarter of the South-West quarter except the Southeast diagonal half of the East half of said quarter-quarter.

Jefferson County**Township 18 South, Range 5 West**


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Tract	Section	
286	1	The South half of the North-East quarter; the West half of Section; the South-East quarter.
287	2	The South-West quarter of the North-West quarter; the North 663.58 feet of the West 478.37 feet of the South-East quarter of the North-West quarter; the South-West quarter of the South-East quarter of the North-West quarter; the North-West quarter of the North-East quarter of the South-West quarter; the West half of the South-West quarter; the South-East quarter of the South-West quarter.
288	3	The entire Section.
289	4	The North-East quarter; the North half of the South-East quarter; the South-East quarter of the South-East quarter.
290	10	The North-East quarter; that part of the South-East quarter of the North-West quarter lying Northeasterly of the center line of Rock Creek; that part of the East half of the South-West quarter lying East and North of the center line of Rock Creek; that part of the South-East quarter lying North of the center line of Rock Creek.
291	11	The entire Section except that part lying West of the center line of Rock Creek Road and South of the center line of Rock Creek and also except a tract of land in the North-East quarter of the North-East quarter described as follows: Begin at the Northeast corner of said Section, thence West along the North boundary 435.39 feet to the center line of Rock Creek Road, thence turn an angle of 92 degrees 42 minutes 30 seconds to the left along the center line of said road a distance of 72.16 feet, thence turn an angle of 87 degrees 17 minutes 30 seconds to the left in an Easterly direction 432.07 feet to the East boundary of said quarter-quarter, thence turn to the left in a Northerly direction along the East boundary 72.08 feet to the Point of Beginning.
292	12	The North half of Section; the South-West quarter.
293	15	A tract of land in the North-West quarter of the South-West quarter described as follows: Begin at the Southwest corner of said quarter-quarter, thence East along the South boundary 314.44 feet, thence turn an angle of 89 degrees 38 minutes 15 seconds to the left in a Northerly direction 692.27 feet, thence turn an angle of 71 degrees 37 minutes to the right in a Northeasterly direction 1069.68 feet to the East boundary of said quarter-quarter, thence turn an angle of 71 degrees 38 minutes 45 seconds to the left in a Northerly direction 100 feet, more or less, along said East boundary of said quarter-quarter to the center line of a 46 KV transmission line, thence South-West along said center line to the West boundary of said quarter-quarter, thence South along the West boundary of said quarter-quarter to the Point of Beginning.
294	16	The South half of the South-West quarter of the North-West quarter

		except the following two (2) tracts: (1) the North 208.71 feet of the West 417.42 feet; (2) the South 208.71 feet of the West 208.71 feet; the North half of the North half of the North-West quarter of the South-West quarter; the South 311.66 feet of the East 487.26 feet of the North-West quarter of the South-West quarter; the South half of the South-West quarter; the South half of the South-West quarter of the North-East quarter; that part of the South half of the South-East quarter of the North-East quarter lying West of the center line of the 15 th Street Road; the North half of the North-West quarter of the South-East quarter; the North-East quarter of the South-East quarter except a tract of land in the North-East quarter of said quarter-quarter lying East of the center line of 15 th Street Road and North of the center line of a 46 KV transmission line; the South-East quarter of the South-East quarter except the East 420.00 feet of the South 1050.00 feet; and a tract of land in the South-East quarter of the North-West quarter described as follows: commence at the Southeast corner of said quarter-quarter, thence North along the East boundary 245.50 feet to the Point of Beginning of a tract herein described; said point being on the arc of a curve to the left having a radius of 2594.58 feet and subtended by a chord 894.46 feet said chord forming an angle of 105 degrees 59 minutes to the left, thence South-West along said arc 898.87 feet to a point on the South boundary of said quarter-quarter, thence West along the South boundary of the South-East quarter of the North-East to the Southwest corner of said quarter-quarter, thence North along West boundary of said quarter-quarter to the Northwest corner of the South half of the South half of said quarter-quarter, thence East and parallel to the South boundary to a point on the East boundary of said quarter-quarter, thence South along said East boundary to the Point of Beginning; a 100.00 foot strip of land in the North-East quarter of the South-West quarter described as follows: commence at the Northwest corner of said quarter-quarter, thence East along the North boundary 357.23 feet to the Point of Beginning and also the center line of the following tract, said point being on a curve to the South-West having a radius 2,644.58 feet and being subtended by a chord of 422.66 feet said chord forming an angle of 147 degrees 33 minutes to the right, thence South-West along the arc 423.10 feet to a point on the West boundary of said quarter-quarter.
295	20	The East half of the East half; the West half of the South-East quarter.
296	21	The entire Section except the following three (3) tracts: (1) Begin at the Northeast corner, thence West along the North boundary of said Section 350.00 feet, thence turn an angle of 89 degrees 47 minutes 48 seconds to the left in a Southerly direction 951.26 feet, thence turn an angle of 90 degrees 17 minutes 04 seconds to the left in an Easterly direction 93.00 feet, more or less, thence turn an angle of 90 degrees to the right in a Southerly direction 175.00 feet, more or less, thence turn an angle of 90 degrees to the right in an Westerly direction 373.50 feet, more or less, thence turn an angle of 89 degrees 44 minutes to the left in a Southerly direction 205.00 feet to a point on the South boundary of the North-East quarter of the North-East quarter, thence turn to the left and run Easterly

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		along said boundary to the Southeast corner of said quarter-quarter, thence North along the East boundary to the Point of Beginning; (2) the South-East quarter of the South-East quarter of the South-West quarter of the South-East quarter; (3) the South-West quarter of the South-West quarter of the South-East quarter of the South-East quarter.
297	27	A parcel of land located in the North-West quarter of Section 27, Township 18 South, Range 5 West, more particularly described as follows: commence at a 3 inch capped pipe, said pipe is the Northwest corner of the North-West quarter of Section 27, Township 18 South, Range 5 West, thence run in an easterly direction along the North line of said Section a distance of 1,717.35 feet to a point in the center line of 15 th Street Road right-of-way, said point is also on a curve to the right with a radius of 2,864.93 feet, a central angle of 12 degrees 23 minutes 01 seconds and a chord length of 618.01 feet, thence right 82 degrees 43 minutes 29 seconds to the chord of said curve and run in a Southeasterly direction along the arc of said curve and center line of said 15 th Street Road a distance of 619.21 feet, thence right 06 degrees 11 minutes 31 seconds from the chord of said curve and run in a Southerly direction along said center line a distance of 547.23 feet to the point of beginning of the center line of a 100 feet wide strip of land being 50 feet to each side of center line and intersecting at property lines, thence from the point of beginning thus obtained right 91 degrees 05 minutes 35 seconds and run Westerly along said center line a distance of 519.75 feet to the beginning of a curve to the left with a radius of 1,875.00 feet, a central angle of 22 degrees 21 minutes 17 seconds and a chord length of 726.93 feet, thence left 11 degrees 10 minutes 38 seconds to the chord of said curve and run Southwesterly along the arc of said curve and center line a distance of 731.56 feet, thence left 11 degrees 10 minutes 47 seconds from the chord of said curve and run in a Southwesterly direction along said center line a distance of 238.05 feet to a curve to the right with a radius of 912.39 feet, a central angle of 21 degrees 42 minutes 55 seconds and a chord length of 343.73 feet, thence right 10 degrees 51 minutes 30 seconds to the chord of said curve and run Southwesterly along the arc of said curve and center line a distance of 345.80 feet to a point on the West line of said Section 27, said point being 1,459.92 feet South of the Northwest corner of said Section 27 and the end of said center line.
298	28	The entire Section except the following two (2) tracts: (1) the North-West quarter of the North-West quarter of the North-East quarter of the North-East quarter; (2) the North half of the North-East quarter of the North-West quarter of the North-East quarter.
299	29	The East half of the East half of Section; the East half of the West half of the East half.

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300	32	The East half of the North-East quarter; the East quarter of the West half of the North-East quarter; the East half of the South-West quarter; the South-East quarter.
301	33	The Northwest diagonal half of the North-East quarter; the North-West quarter; the North-West quarter of the South-West quarter; the Northwest diagonal half of the North-East quarter of the South-West quarter.

Jefferson County
Township 18 South, Range 6 West

Tract	Section	
302	10	The West half of the South-East quarter; the East half of the South-West quarter.
303	15	The West half of the North-East quarter; the East half of the North-West quarter; the North-West quarter of the North-West quarter except the following described tract: commence at the Northwest corner of the North-West quarter of said Section, thence run in a Southerly direction along the West line of said quarter Section for a distance of 888.38 feet to the Point of Beginning of the tract herein excepted: thence turn an angle of 90 degrees to the left and run in an Easterly direction for a distance of 152.97 feet to a point on the Westerly right-of-way line of Toadvine Road, said point being on a curve to the left, said curve to the left having a radius of 1185.92 feet and being subtended by a central angle of 21 degrees 36 minutes 37 seconds, thence turn an angle of 111 degrees 36 minutes 06 seconds to the right to the tangent of said curve to the left and run in a Southerly direction along the arc of said curve for a distance of 447.29 feet, thence turn an angle of 90 degrees 21 minutes 36 seconds to the right and run in a Westerly direction for a distance of 69.68 feet to the Southwest corner of the North-West quarter of the North-West quarter, thence turning an angle of 90 degrees 21 minutes 04 seconds right and run in a Northerly direction along the West line of said quarter-quarter to the Point of Beginning; the North-East quarter of the South-West quarter except that part described as follows: Begin at the Southwest corner of said quarter-quarter, thence North along the West boundary of said quarter-quarter a distance of 330.0 feet, thence turn an angle of 90 degrees 54 minutes 48 seconds to the right in an Easterly direction a distance of 927.85 feet, thence turn an angle of 89 degrees 58 minutes 44 seconds to the right in a Southerly direction a distance of 330.0 feet, more or less, to the South boundary of said quarter-quarter, thence West along the South boundary of said quarter-quarter to Point of Beginning; that part lying in the South-West quarter of the South-West quarter described as follows: commence at the Southwest corner of Section 15, thence East along the South boundary of said quarter-quarter Section a distance of 119.42 feet to a point on the Westerly right-of-way

		of Toad Vine Road, said point being the Point of Beginning and also being on a curve to the right having a radius of 2,375.0 feet and central angle of 0 degrees 48 minutes 24 seconds, thence turn 84 degrees 57 minutes 18 seconds to the left (angle measured to tangent) in a Northeasterly direction along the Western right-of-way of said Toad Vine Road and along the arc of said curve a distance of 33.44 feet to the point of tangent of said curve, thence in a straight line tangent to said curve in a Northeasterly direction along the Westerly right-of-way line of said Toad Vine Road a distance of 278.80 feet, thence 85 degrees 47 minutes 31 seconds to the right in an Easterly direction along the South boundary of a tract of land conveyed to the Board of Education of Jefferson County (School Tract) by document dated October 8th 1998, from US Steel Mining LLC, as recorded in Book 9862 Page 7340 in the Probate Court of Jefferson County, a distance of 695.91 feet, thence 60 degrees 46 minutes 21 seconds to the right in a Southeasterly direction along said School Tract to an intersection on the South boundary of said quarter-quarter Section, thence turn to the right and run westerly along the South boundary of said quarter-quarter Section to the Point of Beginning; that part of the South-East quarter of the South-West quarter described as follows: Begin at the Southeast corner of said quarter-quarter, thence North along East boundary of said quarter-quarter to the Northeast corner of said quarter-quarter, thence West along North boundary of said quarter-quarter to a point of intersection with the East boundary of said School Tract, thence South along East boundary of said School Tract a distance of 785 feet, more or less, thence turn an angle of 90 degrees in a westerly direction a distance of 370.00 feet along said School Tract, thence turn an angle of 90 degrees in a Southerly direction along boundary of said School Tract to a point of intersection with the South boundary of said quarter-quarter, thence East along said South boundary to the Point of Beginning; the West half of the South-East quarter.
304	16	The East half of the North-East quarter except the following described tract: Begin at the Northeast corner of the South-East quarter of the North-East quarter, thence in a Southerly direction along the East line of said half quarter a distance of 395.96 feet to the Northeasterly right-of-way of Fields Road, said point being on a curve to the right, said curve to the right having a radius of 947.41 feet and being subtended by a central angle of 11 degrees 39 minutes 10 seconds, thence turn an angle of 149 degrees 08 minutes 05 seconds to the right to the tangent of said curve for a distance of 192.35 feet along the arc of said curve, thence in a straight line tangent to said curve run in a Northwesterly direction for a distance of 397.00 feet to the beginning of a curve to the right having a radius of 849.58 feet and being subtended by a central angle of 19 degrees 27 minutes 24 seconds, thence run in a Northerly direction along the arc of said curve for a distance of 288.50 feet, thence turn an angle to the right 89 degrees 46 minutes 23 seconds from tangent of said curve and run in an Easterly direction for a distance of 259.55 feet to the intersection with the East line of the North-East quarter of the North-

		East quarter, thence South along said East line of said quarter-quarter to the Point of Beginning.
305	21	The East half of the South-East quarter.
306	22	The West half of the North-East quarter; the East half of the North-West quarter except a tract of land conveyed to the Board of Education of Jefferson County, Alabama (School Tract) by U. S. Steel Mining Company, LLC, by document dated October 8, 1998; the East half of the North-West quarter of the North-West quarter except a tract of land conveyed to the Board of Education of Jefferson County, Alabama (School Tract) by U. S. Steel Mining Company, LLC, by document dated October 8, 1998, and also except a portion of the following described tract located in the North-West quarter: Begin at the Northwest corner of South-West quarter of North-West quarter, thence turning an angle of 83 degrees 24 minutes to the right from the West boundary of said half-quarter section Northeast 43.0 feet to Point of Beginning of boundary of a tract of land herein excepted: thence continuing Northeast along a projection of the next above described course 626.13 feet, thence turning an angle of 76 degrees 56 minutes to the right Southeast 417.20 feet, thence turning an angle of 103 degrees 04 minutes to the right Southwest 626.50 feet to intersection with the Northeast boundary of right-of-way for a public road (Camp Oliver Road), thence turning an angle of 64 degrees 49 minutes 15 seconds to the right Northwest along said right-of-way boundary 229.20 feet, thence turning an angle of 38 degrees 57 minutes 45 seconds to the right Northeast 139.70 feet to Point of Beginning; that part of the South-West quarter of the North-West quarter lying Northeasterly of a public road (Camp Oliver Road) except a portion of the following described tract located in the North-West quarter: Begin at the Northwest corner of South-West quarter of North-West quarter; thence turning an angle of 83 degrees 24 minutes to the right from the West boundary of said half-quarter section Northeast 43.0 feet to Point of Beginning of boundary of tract of land herein excepted: thence continuing Northeast along a projection of the next above described course 626.13 feet, thence turning an angle of 76 degrees 56 minutes to the right Southeast 417.20 feet, thence turning an angle of 103 degrees 04 minutes to the right Southwest 626.50 feet to intersection with the Northeast boundary of right-of-way for a public road, thence turning an angle of 64 degrees 49 minutes 15 seconds to the right Northwest along said right-of-way boundary 229.20 feet, thence turning an angle of 38 degrees 57 minutes 45 seconds to the right Northeast 139.70 feet to Point of Beginning; the South-West quarter of the South-West quarter except that part lying to the Southeast of the center line of Jefferson County Road #54; the North-West quarter of the South-East quarter except the following two (2) tracts: (1) Begin at the Southwest corner of said quarter-quarter, thence North along West boundary of said quarter-quarter a distance of 697.00 feet, thence turn an angle of 90 degrees 59 minutes to the right in an Easterly direction 290.40 feet, thence turn an angle of 89 degrees 01 minutes to the right in a Southerly direction 697.00 feet to the South boundary of said quarter-

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		quarter, thence turn an angle of 90 degrees, 59 minutes to the right 290.40 feet to the Point of Beginning, and (2) except a parcel of land located in the North-West quarter of the South-East quarter being more particularly described as follows: commence at the Southeast corner of said Section 22, thence Westerly along the Southern boundary of said Section a distance of 2,247.72 feet, thence Northerly with a deflection angle of 90° 00' 00" to the right 2134.43 feet to the Point of Beginning, thence Northeasterly with a deflection angle of 42° 07' 51" to the right 200.00 feet, thence Northwesterly with a deflection angle of 90° 00' 00" to the left 200.00 feet, thence Southwesterly with a deflection angle of 90° 00' 00" to the left 200.00 feet, thence Southeasterly with a deflection angle of 90° 00' 00" to the left 200.00 feet to the Point of Beginning.
307	24	That part of North half of Section lying South of the center line of Valley Creek; the North half of the South-West quarter; that part of the South-West quarter of the South-West quarter described as follows: commence at the Northwest corner of the South-West quarter of the South-West quarter of said Section 24, thence run East along the North line of said quarter-quarter Section for a distance of 656.68 feet, thence continue East along last described course for a distance of 360.10 feet to the Point of Beginning, thence turn an angle of 88 degrees 58 minutes 07 seconds to the right and run in a Southerly direction for a distance of 1,210.08 feet, thence turn an angle of 91 degrees 05 minutes 39 seconds to the right and run in a Westerly direction for a distance of 360.10 feet, more or less, to the West boundary of the East half of the South-West of the South-West quarter, thence South along said boundary to the South boundary of said quarter-quarter, thence East along said South boundary to the center line of Valley Creek, thence Northeasterly along the center line of Valley Creek to the intersection with the East line of the South-West quarter of the South-West quarter, thence North along the East boundary of said quarter-quarter to the Northeast corner of said quarter-quarter, thence West along the northern boundary to the Point of Beginning; that part of the South-East quarter of the South-West quarter lying North of the center line of Valley Creek; that part of the North-West quarter of the South-East quarter lying West of the center line of Valley Creek; that part of the North-West quarter of the South-West quarter of the South-East quarter lying West of the center line of Valley Creek.
308	27	That part of the North-West quarter of the North-West quarter lying Northwest of the center line of Lock 17 Road.
309	28	That part of the North half of the North-East quarter lying North of the center line of Lock 17 Road except the North 525.00 feet of the east 429.00 feet.

Jefferson County**Township 18 South, Range 7 West**

Tract	Section	
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310	2	The North half of the North-East quarter; the South-West quarter of the North-East quarter; the South half of the North-West quarter; the North-East quarter of the South-West quarter; the North-West quarter of the South-West quarter except the South-West quarter of the South-West quarter of said quarter-quarter; the South-West quarter of the South-West except the West half of the North-West quarter of said quarter-quarter; the South-East quarter.
311	3	That part of the North-East quarter lying South of the bank of the Warrior River (in accordance with the boundaries thereof established by grant of patent from the United States of America); the North three-quarters (3/4) of the North-East quarter of the South-East quarter; that part of the South half of the South-East quarter lying East of the center line of Little Shoal Creek.
312	10	That part of the North half of the North-East quarter lying North of the center line of Little Shoal Creek.
313	11	That portion of the Northwest diagonal half of Section lying North and East of the centerline of Little Shoal Creek.

Jefferson County
Township 19 South, Range 5 West

Tract	Section	
314	14	The North half of the North-East quarter except that part of the North-East quarter of the North-East quarter lying North of the center line of the John's Road; the South-West quarter of the North-East quarter; the South-East quarter of the North-West quarter; less and except the right of way of the Louisville and Nashville Railroad (CSX Transportation Inc.).
315	26	The South-West quarter of the North-East quarter; the South half of the North-West quarter; the South half of the North half of the South-East quarter; the South-West quarter except a tract in the South-East quarter of the South-West quarter described as follows: commence at the Southeast corner of the South-East quarter of the South-West quarter, thence North along the East boundary of said quarter-quarter a distance of 630 feet to the center line of the Lawstontown-Bessemer Road said point also being the Point of Beginning of the following described tract: a strip of land 100 feet wide, 50 feet on each side of the center line of said road, thence Westerly along said road center line 800.0 feet to the terminus.
316	27	The entire Section.
317	32	The North half of the North-East quarter; that part of the North-East quarter of the North-West quarter lying East of the center line of Blue Creek Road; that part of the South half of the North-East quarter of the South-West quarter lying East of the center line of Blue Creek Road;

		that part of the West half of the South-West quarter lying East of the center line of Blue Creek Road; the South-East quarter of the South-West quarter; the South half of the South-East quarter; the North-East quarter of the South-East quarter.
318	33	The North-East quarter; the East half of the West half; the North-East quarter of the South-East quarter; the South half of the South-East quarter.
319	34	The East half of Section; the South-West quarter except the South 311.10 feet of the West 700.00 feet.
320	35	That part of the North-West quarter lying North of the Rock Mountain Lake Road; the North-West quarter of the South-West quarter.

Jefferson County**Township 20 South, Range 5 West**

Tract	Section	
321	7	The North-West quarter of the North-East quarter; the West half of Section.
322	18	The North-West quarter of the North-West quarter.

Jefferson County Magenta – Tracts 225 through 242, 244 through 251, 253 through 260**Township 16 South, Range 4 West**

Tract	Section		Acres
225	29	That part of South half of South-West quarter and the South-West quarter of South-East quarter described as follows: Begin at the Northwest corner of South-East quarter of South-West quarter; thence East along the North boundary of said quarter-quarter section 400.0 feet; thence Southeast along a straight line to intersection with the East boundary of South-East quarter of South-West quarter at a point 820.0 feet South of the Northeast corner of said quarter-quarter section; thence South along said East boundary to a point 350.0 feet North of the Southeast corner of said South-East quarter of South-West quarter; thence East along a line parallel with the South boundary of South-West quarter of South-East quarter 125.0 feet; thence South along a line parallel with the West boundary of said South-West quarter of South-East quarter 350.0 feet to intersection with the South boundary of said South-West quarter of South-East quarter; thence West along said South boundary 125.0 feet to the Southeast corner of said quarter-quarter section; thence West along the South boundary of said South-East quarter of South-West quarter to the East boundary of the St Louis and San Francisco Railway; thence Northwesterly along said railway boundary to the North boundary of the South-West quarter of the South-West quarter; thence East along said North boundary 418.89 feet to	



		Point of Beginning.	26.57
226	32	The North half of the North-West quarter of the North-East quarter; the South-West quarter of the South-East quarter of the South-West quarter except that part lying South of the center line of Union Grove Road.	26.08
227	33	That part of the North-West quarter described as follows: Commence at the Southwest corner of said North-West quarter, thence North along the West boundary of said quarter section 643.84 feet to Point of Beginning of boundary of tract of land herein described, thence turning an angle of 91 degrees 15 minutes 09 seconds to the right East 2,495.18 feet to intersection with the center line of a public road, thence Northwesterly along said center line to the south boundary of the St Louis and San Francisco Railway, thence Westerly along said rail line to the intersection with the West boundary of said Section 33, thence South along said West boundary to the Point of Beginning; that part of the South half of South-West quarter described as follows: Commence at the Southwest Section corner, thence East along the South boundary of said half-quarter section 77.20 feet to the intersection with the center line of a public road and also the Point of Beginning; thence continue East along said South boundary to a point 1,411.6 feet east of the Southwest Section corner, thence turning an angel of 96 degrees 00 minutes to the left Northwest 295.0 feet, thence West along a line parallel with the South boundary of said half-quarter section to a point 29.94 feet East of the West boundary of the South-West quarter of the South-West quarter and also the center line of a public road; thence South along said public road center line to the Point of Beginning.	49.28
		Total ~ Township 16 South, Range 4 West	101.93

Jefferson County
Township 16 South, Range 5 West

Tract	Section		Acres
228	36	The East half of the North-West quarter of the North-East quarter.	20.00
		Total ~ Township 16 South, Range 5 West	20.00

Jefferson County
Township 17 South, Range 4 West

Tract	Section		Acres
229	4	The North-East quarter of the South-East quarter.	40.00



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Shelby Cnty Judge of Probate, AL
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230	9	A 100.0 foot wide strip of land located in the North-East quarter of the South-East quarter and the South-East quarter of the North-East quarter 50.0 feet on each side of the following described center line: Commence at the Northeast corner of the South-East quarter of the South-East quarter; thence West along the North boundary of said quarter-quarter 720 feet to the Point of Beginning of said center line; thence turn an angle to the right 95 degrees 41 minutes in a Northerly direction 49.2 feet; thence turn an angle to the right 21 degrees 08 minutes in a Northeasterly direction 1,436 feet, more or less; thence turn an angle to the right 84 degrees 53 minutes 30 seconds in an Easterly direction 50.5 feet to the East boundary of the South-East quarter of the North-East quarter and terminus of said center line, said point being 52.9 feet North of the Southeast corner of said quarter-quarter.	3.60
231	32	The following described tract located in the South-East quarter of the North-East quarter; Begin at a point on the East boundary of said Section 620.6 feet North of the Southeast corner of said quarter-quarter; thence turning an angle of 98 degrees 36 minutes to the left from said East boundary in a Southwesterly direction 97.06 feet; thence turning an angle of 90 degrees 00 minutes to the right in a Northwesterly direction 105.0 feet; thence turning an angle of 90 degrees 00 minutes to the right in a Northeasterly direction 112.94 feet to the East boundary of said Section; thence South along said East boundary to the Point of Beginning.	0.25
		Total ~ Township 17 South, Range 4 West	43.85

Jefferson County**Township 17 South, Range 6 West**

Tract	Section		Acres
232	13	The South-West quarter of the South-East quarter.	40.00
233	30	That part of the North-East quarter of the North-West quarter lying South of the center line of a slough and East of the Warrior River (in accordance with the boundaries thereof established by grant of patent from the United States of America); the North half of the South-East quarter of the North-West quarter.	40.64
		Total ~ Township 17 South, Range 6 West	80.64

Jefferson County**Township 17 South, Range 7 West**

Tract	Section		Acres
234	36	Intentionally omitted from policy	

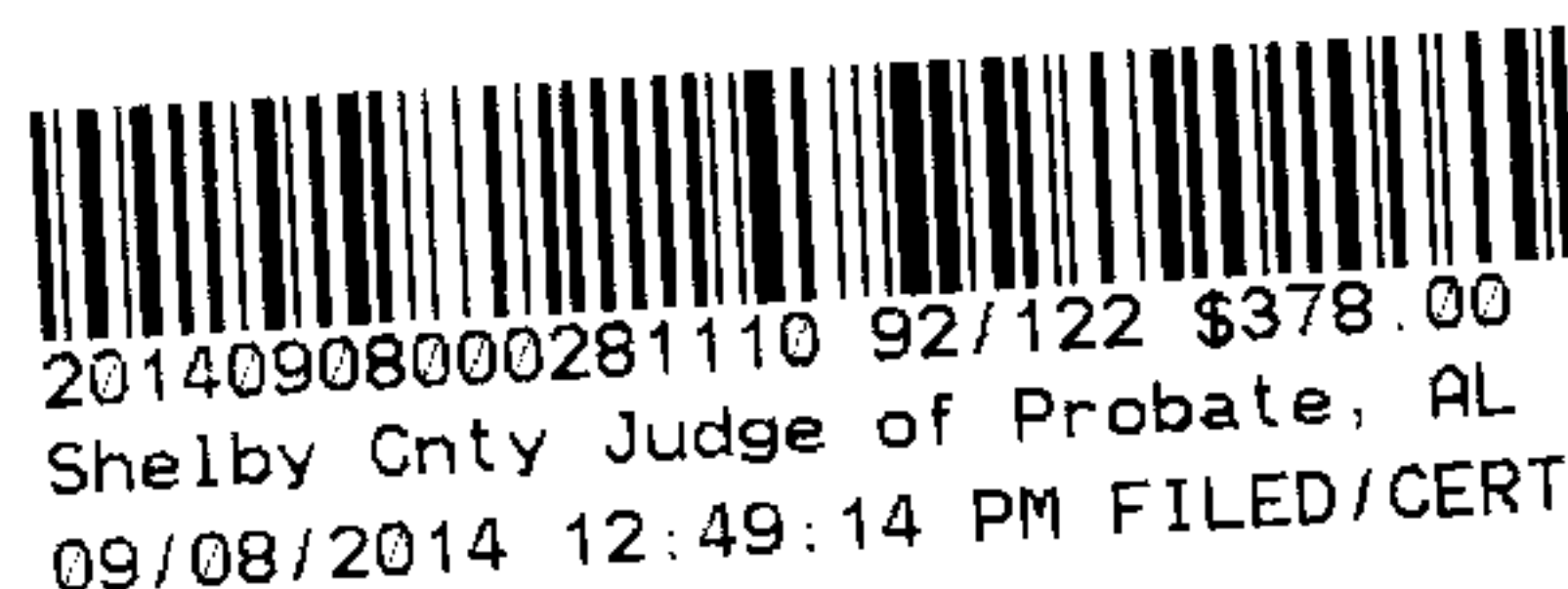
234A	36	That part of the North-East quarter of the South-West quarter lying West of the center line of Valley Creek .	7.57
235	34	The East half of the North-West quarter of the South-West quarter of the North-West quarter; that part of the North-East quarter of the South-West quarter of the North-West quarter lying West of the Warrior River (in accordance with the boundaries thereof established by grant of patent from the United States of America).	11.10
		Total ~ Township 17 South, Range 7 West	46.85

Jefferson County**Township 18 South, Range 6 West**

Tract	Section		Acres
236	21	That part of the North-East quarter of the North-East quarter described as follows: Begin at the Southeast corner of said quarter-quarter; thence West along the South boundary of said quarter-quarter 88.15 feet to the intersection with the center line of a public road; thence turn an angle of 57 degrees 06 minutes to the right Northwesterly along the center line of said public road 59.55 feet; thence turn an angle of 122 degrees 54 minutes to the right in a Easterly direction 117.04 feet; thence turning an angle of 7 degrees 43 minutes 30 seconds to the left Northeasterly 2.4 feet to the intersection with the East boundary of the said quarter-quarter; thence turn an angle of 96 degrees 36 minutes to the right South along said East boundary 50.33 feet to the Point of Beginning.	0.12
237	22	A 50 foot wide strip of land located in the North-West quarter of the North-West quarter of said Section: commence at the Northeast corner of the North-West quarter of the North-West quarter of the North-West quarter, thence South along the East line of the West half of the North-West quarter of the North-West quarter 1,199.94 feet to the Point of Beginning, thence turn an angle to the right of 83 degrees 25 minutes 30 seconds Southwesterly 672.68 feet to the West boundary of the North-West quarter of the North-West quarter, thence South along said West boundary 50.33 feet to the Southwest corner of the North-West quarter of the North-West quarter, thence turn an angle to the left of 96 degrees 36 minutes Northeasterly to the East line of the West half of the North-West quarter of the North-West quarter, thence North along said East line to the Point of Beginning; and also a tract of land located in the West half of the	



		North-West quarter described as follows: Begin at Southwest corner of the North-West quarter of the North-West quarter, thence turn an angle from the West line of 83 degrees 24 minutes in a Northeasterly direction 43.0 feet, thence turn an angle to the right of 103 degrees 47 minutes in a Southerly direction to the center line of a public road (Camp Oliver Road), thence Northwesterly along said center line to the West boundary of the South-West quarter of the North-West quarter, thence North along said West boundary to the Point of Beginning; and also a tract of land located in the South-West quarter of the North-West quarter of the North-West quarter described as follows: Begin at the Northwest corner of said quarter-quarter-quarter, thence East along the North boundary of said quarter-quarter-quarter 71.86 feet to the intersection with the center line of a public road (Toadvine Road), thence turn an angle of 128 degrees 45 minutes 15 seconds to the right Southwesterly along the center line of said public road 112.07 feet to the West boundary of said quarter-quarter-quarter, thence turn an angle of 140 degrees 07 minutes 45 seconds to the right North along said West boundary 87.38 feet to the Point of Beginning.	0.95
238	26	A tract of land located in the South-East quarter of the North-West quarter, the North-East quarter of the South-West quarter and the North-West quarter of the South-East quarter described as follows: Begin at the intersection of the West boundary of the South-East quarter of the North-West quarter and the South boundary of a tract of land conveyed to the Concord Fire Department by U. S. Steel Mining Company, LLC by document dated May 4, 1998, recorded in the Probate Office of Jefferson County, Bessemer Division, in Book 9861, Page 2398, thence South along the West boundary of the South-East quarter of the North-West quarter and the North-East quarter of the South-West quarter and the boundary of a tract of land conveyed to Oak Grove Land Company, LLC by U. S. Steel Mining Company, LLC by document dated June 30, 2003, recorded in the Probate Office of Jefferson County, Bessemer Division in Instrument No. 200362 / 4791 to a point 664.55 feet South of the North boundary of the North-East quarter of the South-West quarter, thence East along the North boundary of the Oak Grove Land Company, LLC tract 1,643.35 feet, more or less, to a point on the East boundary of Lot 1 of Raney's Subdivision recorded in the Probate Office of Jefferson County, Bessemer, Division in Vol. 6 Page 47, thence North along said East boundary to a point 267.16 feet South of the North boundary of the North-West quarter of the South-East quarter, thence turn an angle to the left of 91 degrees 59 minutes in a Westerly direction 1,175.69 feet, thence turn an angle to the right of 89 degrees 42 minutes 30 seconds in a Northerly direction and a straight line to the center line of Lock 17 Road, thence West along said center line to the Northeast corner of the Concord Fire Department tract, thence South along the East boundary of the Concord Fire Department tract 350 feet, more or less, to the Southeast corner of said Fire Department tract, thence West along the South boundary of said Fire Department tract to the Point of Beginning; the South half of the South-West quarter of the South-West quarter.	42.70



239	30	The North-West quarter of the North-West quarter of the South-West quarter; the North half of the South-West quarter of the North-West quarter of the South-West quarter; the West half of the North-East quarter of the North-West quarter of the South-West quarter; the North-West quarter of the South-East quarter of the North-West quarter of the South-West quarter.	22.50
240	35	That part of the North-West quarter of the North-West quarter lying East of the center line of the Oak Grove Adger Road; the South-East quarter of the South-West quarter.	75.90
Total ~ Township 18 South, Range 6 West			142.17

Jefferson County
Township 18 South, Range 7 West

Tract	Section		Acres
241	2	The South-West quarter of the South-West quarter of the North-West quarter of the South-West quarter; the West half of the North-West quarter of the South-West quarter of the South-West quarter.	15.00
242	3	That part of the South one quarter (1/4) of the North-East quarter of the South-East quarter lying East of the center line of Little Shoal Creek; the North half of the South-East quarter of the South-East quarter lying East of the center line of Little Shoal Creek.	26.80
244	34	Begin at the intersection of the center line of Betty Hill Road and the East boundary of said Section 34; thence in a Southwesterly direction along said center line to a point on the South boundary of said Section; thence West along said South boundary 50 feet, more or less, to the center of a drainage, thence in a Northerly direction along said drainage (down stream) 2,900 feet, more or less, to the East boundary of said Section; thence South along said East boundary to the Point of Beginning.	12.31
245	35	A tract of land lying in the West half of the South-West quarter described as follows: Begin at the intersection of the center line of Betty Hill Road and the East boundary of the West half of the South-West quarter; thence in a Southwesterly direction along said center line to the West boundary of said Section; thence North along said West boundary 260 feet, more or less, to the center of a drainage; t hence in a Northeasterly direction 1,450 feet, more or less, to the East boundary of the West half of the South-West quarter of said Section; thence South along said boundary to the Point of Beginning.	3.90

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		Total ~ Township 18 South, Range 7 West	98.11
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Jefferson County**Township 19 South, Range 5 West**

Tract	Section		Acres
246	8	The South-East quarter of the North-East quarter.	40.00
247	12	The East half of the North-East quarter; the North-West quarter of the South-East quarter; and that part of the East half of the South-East quarter described as follows: Commence at the Northeast corner of the North-East quarter of the South-East quarter, thence West along the North boundary of said quarter-quarter 517.20 feet to the Point of Beginning, thence turn an angle to the left of 90 degrees 17 minutes in a Southerly direction 1,126.82 feet to the center line of a public road, thence Southwesterly along said center line to a tract of land conveyed to Jefferson County Alabama by USX Corporation by document dated June 9, 1994, thence Northwesterly along said Jefferson County tract in a straight line to the Southwest corner of the North-East quarter of the South-East quarter, thence North along the West boundary of said quarter-quarter to the Northwest corner of said quarter-quarter, thence East along said North boundary of said quarter-quarter to the Point of Beginning.	143.42
248	16	That part of the North-East quarter lying North of the center line of a public road (the Bessemer – Johns Road) and West of the center line of Valley Creek; a tract of land in the North-West quarter of the South-West quarter described as follows: commence at the Southwest corner of the North-West quarter of the South-West quarter; thence North along the West boundary of said quarter-quarter a distance of 50 feet, thence turn an angle to the right of 90 degrees 00 minutes in a Easterly direction a distance of 60 feet to the Point of Beginning of the following described tract; thence continue on the last described course a distance of 210 feet; thence turn an angle to the left of 90 degrees 00 minutes in a Northerly direction a distance of 210 feet; thence turn an angle to the left of 90 degrees 00 minutes in a Westerly direction a distance of 210 feet; thence turn an angle to the left in a Southerly direction 90 degrees 00 minutes a distance of 210 feet to the Point of Beginning.	22.80
249	19	That part of the South-West quarter of the South-East quarter described as follows: commence at the Southwest corner of said quarter-quarter; thence West along the South boundary of said Section 173.10 feet to the western right of way of the Louisville and Nashville Railroad (CSX Transportation Company, Inc.); thence Northeast along said right of way boundary 691.65 feet; thence turn an angle of 90 degrees 00 minutes to the left in a Northwesterly direction 50.0 feet; thence turn an angle of 90 degrees 00 minutes to the right in a Northeasterly direction 187.00 feet to the Point of Beginning; thence turn an angle of 90 degrees 50 minutes to the left in a Northwesterly direction 209.00 feet; thence turn an angle of 93 degrees 03	

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		minutes to the right in a Northeasterly direction 209.00 feet; thence turn an angle of 93 degrees 03 minutes to the left in a Northwesterly direction 247.00 feet; thence turn an angle of 97 degrees 32 minutes to the right in a Northeasterly direction 365.00 feet; thence turn an angle of 90 degrees 00 minutes to the right in a Southeasterly direction 325.75 feet to a line parallel with the Louisville and Nashville and 100.0 feet West of the centerline of said railroad; thence Southwesterly along said parallel line to the Point of Beginning.	3.90
250	20	The West half of the South-East quarter of the North-East quarter.	20.00
251	26	A tract of land in the South-East quarter of the South-West quarter described as follows: commence at the Southeast corner of the South-East quarter of the South-West quarter; thence North along the East boundary of said quarter-quarter a distance of 630 feet to the center line of the Lawstontown-Bessemer Road said point also being the Point of Beginning of the following described tract: A strip of land 100 feet wide, 50 feet on each side of the center line of said road; thence Westerly along said road center line 800.0 feet to the terminus.	1.84
Total ~ Township 19 South, Range 5 West			231.96

Jefferson County**Township 19 South, Range 6 West**

Tract	Section		Acres
253	9	Intentionally omitted from policy	

254	11	A 1.50 acre rectangle located in the South-West quarter of the South-East quarter described as follows: Begin at the Southwest corner of the South-West quarter of the South-East quarter, thence East along the South boundary of said quarter-quarter 314.0 feet, thence turn an angle of 90 degrees to the left in a Northerly direction 209.0 feet, thence turn an angle of 90 degrees to the left in a Westerly direction 314.0 to the West boundary of said quarter-quarter, thence South along said West boundary of the Point of Beginning.	1.50
255	19	A tract of land described as follows: Commence at the Northeast corner of	



		said Section 19; said point having U. S. Steel Coordinates of N:-10,592.54, E:-54,880.56; thence with a bearing of South 00 degrees 01 minutes 31 seconds West a distance of 348.15 feet along the East line of said Section to a point; thence with a bearing of North 89 degrees 58 minutes 29 seconds West a distance of 909.36 feet to the center line of a power line having a width of 100 feet said point being the Point of Beginning of the following described center line; thence with a bearing of South 13 degrees 01 minutes 23 seconds East a distance of 235.03 feet; thence with a bearing South 59 degrees 42 minutes 24 seconds West a distance of 2,521.46 feet; thence with a bearing of South 56 degrees 44 minutes 23 seconds West a distance of 1,372.69 feet; thence with a bearing of South 61 degrees 21 minutes 34 seconds West to the East boundary of a tract of land conveyed by United States Steel Corporation to Walter Minerals, Inc. by deed dated June 11, 2012 and the end of said center line.	10.00
		Total ~ Township 19 South, Range 6 West	67.27

Jefferson County
Township 20 South, Range 6 West

Tract	Section		Acres
256	1	The North-West diagonal half of the North-West quarter of the North-West quarter of the North-East quarter; the North-East quarter of the North-East quarter of the North-West quarter; the Southeast diagonal half of the North-West quarter of the North-East quarter of the North-West quarter; the South-West quarter of the North-East quarter of the North-West quarter; the Northwest diagonal half of the South-East quarter of the North-East quarter of the North-West quarter; the Southeast diagonal half of the South-East quarter of the North-West quarter of the North-West quarter; the West half of the South-West quarter of the North-West quarter; the Northwest diagonal half of the East half of the South-West quarter of the North-West quarter.	70.00
257	2	The Southeast diagonal half of the South-East quarter of the North-East quarter; the Northwest diagonal half of the North half of the North-East quarter of the North-West quarter; the North-West quarter of the North-West quarter except the Southeast diagonal half of the South-East quarter of said quarter-quarter; the Northwest diagonal half of the North-West quarter of the South-West quarter of the North-West quarter; the South half of the South-West quarter of the South-West quarter; the Southeast diagonal half of the North half of the South-West quarter of the South-West quarter; the South-East quarter of the South-West quarter; the West half of the North-East quarter of the South-East quarter; the Northwest diagonal half of the East half of the North-East quarter of the South-East quarter; the South-East diagonal half of the East half of the North-West quarter of the South-East quarter; the South-West quarter of the South-East quarter; the Northwest diagonal half of the West half of the South-East quarter of the South-East quarter.	230.00

258	3	That part of the North-East quarter of the North-East quarter lying South of the right of way of the Louisville and Nashville Railroad (CSX Transportation, Inc.); that part of the North-West quarter of the North-East quarter lying Southeast of the Louisville and Nashville Railroad; the South-West quarter of the North-East quarter except that part lying Northwest of the Louisville and Nashville Railroad; the Northwest diagonal half of the South-East quarter of the North-East quarter; that part of the South-East quarter of the North-West quarter lying Southeast of the Louisville and Nashville Railroad; that part of the East half of the South-West quarter lying East of a straight line between the Southwest corner of the South-East quarter of the South-West quarter and a point on the North boundary of the North-East quarter of the South-West lying 350 feet East of the East right of way line of the Louisville and Nashville Railroad; that part of the North-West quarter of the South-East quarter lying West of the straight line between the Northeast corner of said quarter-quarter and the Southeast corner of the South-West quarter of the South-West quarter of said quarter-quarter; the West one-quarter (1/4) of the South-West quarter of the South-East quarter; that part of the South half of the South-East quarter lying Southeast of a straight line between a point on the South boundary of the South-West quarter of the South-East quarter said point being the Southeast corner of the South-West quarter of the South-West quarter of said quarter-quarter and the mid-point on the East boundary of the South-East quarter of the South-East quarter.	216.64
259	10	The North-East quarter; the East half of the North-West quarter; that part of the North-West quarter of the North-West quarter lying Southeast of a straight line between the Northeast corner of the North-West quarter of the North-West quarter of said Section 10 and the intersection with the center line of Rock House Road and the South boundary of the North-East quarter of the North-East quarter of Section 9, Township 20 South, Range 6 West.	268.10
260	11	The North half of the North-West quarter of the North-East quarter; the North half of the North-East quarter of the North-West quarter; the North half of the North-West quarter of the North-West quarter; the Northwest diagonal half of the South half of the North-West quarter of the North-West quarter.	70.00
Total ~ Township 20 South, Range 6 West			849.74

Shelby County Red – Tracts 352 through 373
Township 20 South, Range 4 West

Tract	Section	
352	25	That part of the Southwest quarter of the Southwest quarter lying South of the centerline of the Cahaba River and that part of the Southeast



		quarter of the Southwest quarter lying Southeast of the Cahaba River.
353	33	The North half of Section 33 except the North-West quarter of the North-West quarter; the South-West quarter; the South-East quarter except the following five (5) tracts: (1) Begin at the Southwest corner of said quarter-quarter; thence North along the West boundary of said quarter-quarter Section 900.00 feet, thence turning an angle of 90 degrees 19 minutes to the right East 99.40 feet to intersection with the arc of a curve turning to the left Southwest, South, and Southeast and having a radius of 869.02 feet, said arc of said curve also being the West boundary of right of way of Southern Railway, said arc being subtended by a chord 336.60 feet in length, said chord forming an angle of 98 degrees 31 minutes to the right from the course above having a length 99.40 feet, thence Southwest, South and Southeast along said arc 338.74 feet to point of beginning of a straight line tangent to said arc, said straight line 310.13 feet to point of curve of the arc of a curve turning to the right Southwest and having a radius of 666.78 feet, said arc being subtended by a chord 260.22 feet in length, said arc also being the West boundary of said right of way, thence Southwest along said arc 261.88 feet to intersection with the South boundary of said quarter-quarter Section, said South boundary forming an angle of 81 degrees 24 minutes to the right from said chord, thence West along said South boundary 19.70 feet to Point of Beginning; (2) commence at the Southwest corner of said quarter-quarter Section, thence East along the South boundary of said quarter-quarter Section 125.50 feet to intersection with the arc of a curve turning to the left Northeast and North, this being the Point of Beginning of said excepted tract, also being a point in the East right of way boundary of Southern Railway, said arc having a radius of 766.78 feet, said arc being subtended by a chord 264.10 feet in length, said chord forming an angle of 82 degrees 44 minutes to the left from said South boundary, thence Northeast and North along said arc and also along said East boundary of right of way 265.43 feet to intersection with a straight line radial to said arc, said radial line forming an angle of 80 degrees 05 minutes to the right from said chord, thence East along said radial line 80.00 feet to intersection with the arc of a curve turning to the right South and Southwest, said arc having a radius of 846.70 feet and being subtended by a chord 267.36 feet in length, said chord forming an angle of 99 degrees 05 minutes to the right from said radial line, thence South and Southwest along said arc 268.49 feet to intersection with the South boundary of said quarter-quarter Section, thence West along said South boundary 83.37 feet to the Point of Beginning; (3) the East 800.00 feet of the South 900.00 feet of the South-West quarter of the South-East quarter; (4) that part of the Southeast quarter of Southeast quarter lying Southeast of the centerline of a public road (Turner Road/Shelby County Rd. #13) and (5) the right of way of the Southern Railway Company (Norfolk Southern Railway Company).
354	34	The West half of Northeast quarter lying North of the centerline of a public road (Turner Road/Shelby County Rd. #13); the Southeast quarter of the Northwest quarter lying North of centerline of Turner Road; the

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		West half of Northwest quarter; the North half of the Southwest quarter lying North of the centerline of Turner Road/Shelby County Rd. #13; that part of the Southwest quarter of the Southwest quarter lying West of the centerline of Turner Road/Shelby County Rd. #13; that part of the West half of the Southeast quarter lying East of the centerline of the Cahaba River; that part of the South-East quarter of the South-East quarter lying West of the centerline of the Cahaba River; less and except the right of way of the Southern Railway Company (Norfolk Southern Railway Company).
355	35	That part of the Northeast quarter lying South of the centerline of the Cahaba River; the Southeast quarter lying East of the centerline of the Cahaba River.
356	36	The South half of the Northeast quarter lying East of the centerline of the Cahaba River; the East half of the Northwest quarter lying South of the centerline of the Cahaba River; the West half of the Northwest quarter lying South of the centerline of the Cahaba River; the South half of the Section; that part of the North-East quarter of the North-West quarter lying East of the centerline of the Cahaba River.

Shelby County**Township 21 South, Range 3 West**

Tract	Section	
357	5	The North half of the North-West quarter; the South-West quarter of the North-West quarter; the South-East quarter of the North-West quarter except the following described tract: Begin at the Southeast corner of the South-East quarter of the North-West quarter, thence West along the South boundary of said quarter-quarter 300.0 feet, thence in a straight line in a Northeasterly direction to a point on the East boundary of said quarter-quarter 300.0 feet North of the Southeast corner of said quarter-quarter, thence South along said East boundary to the Point of Beginning; the West half of the South-West quarter.
358	6	The entire Section.
359	7	The entire Section except a tract of land lying in the North-West quarter of the South-East quarter described as follows: commence at the Southeast Section corner, thence West along the South boundary of said Section a distance of 1,325 feet, thence turn an angle to the right of 90 degrees 00 minutes in a Northerly direction 1,500 feet to the Point of Beginning of the tract herein excepted; thence continue along the last described course 200 feet to the South boundary of Shelby County Road # 270, thence in a Westerly direction along the South boundary of said road 210 feet, thence turn an angle to the left and run a bearing South 00 degrees 00 minutes a distance of 210 feet, thence turn an angle to the left of 90 degrees 00 minutes in a Easterly direction 210 feet, more or less, to the point of beginning; and also less and except the right of way of the

		Southern Railway Company (Norfolk Southern Railway Company).
360	8	The West half of the North-West quarter; the North-West quarter of the South-West quarter; the South-West quarter of the South-West quarter except that part of the following described tract lying in said quarter-quarter Section: commence at the Southwest corner, thence North along West boundary 601.30 feet to center line of main track of Southern Railway Company (Norfolk Southern Railway Company), thence East and Southeast along said center line 1,170.00 feet, thence Southwest at right angles to center line 50.00 feet to Point of Beginning of boundary of tract herein excepted; thence Southeast parallel with said center line and 50.00 feet distant therefrom 700.00 feet to the East boundary of said quarter-quarter, thence South at right angles to center line 100.00 feet to the South boundary of said Section, thence Northwest parallel with and 150.00 feet distant from center line 768.40 feet, thence Northeast at right angles to center line 100.00 feet to Point of Beginning; and also less and except the right of way of the Southern Railway Company.

Shelby County
Township 21 South, Range 4 West

Tract	Section	
361	1	The entire Section.
362	2	The entire section except that part of the North half of the North-West quarter lying North of the center line of the Cahaba River.
363	3	That part of the Northeast quarter lying East of the centerline of the Cahaba River; that part of the South half of the Northwest quarter lying South of the Centerline of the Cahaba River.
364	4	That part of the West half lying West of the right of way of the Southern Railway Company line (Norfolk Southern Railway Company) except the following described tract in the South-West quarter of the North-West quarter: commence at the Northwest Section corner, thence east along the North boundary of said Section 490 feet, thence turn an angle to the right of 90 degrees 00 minutes in a southerly direction 1,760 feet to the Point of Beginning of the tract herein excepted, thence continue on the last described course a distance of 300 feet, thence turn an angle to the left 90 degrees 00 minutes in a easterly direction 150 feet, thence turn an angle to the left 90 degrees 00 minutes in a northerly direction 300 feet, thence turn an angle to the left 90 degrees 00 minutes in a westerly direction 150 feet, more or less, to the point of beginning; that part of North half of the Northeast quarter lying North of the centerline of a public road (Turner Road/Shelby County Rd. #13).
365	5	The East half of the North-East quarter except the following described tract: begin at the Southeast corner of said East half quarter, thence north along the East boundary of said half-quarter 184.09 feet, thence

		turning an angle of 93 degrees 49 minutes to the left in a Westerly direction 470.00 feet; thence turning an angle of 15 degrees 06 minutes to the left in a Southwesterly direction 442.69 feet to intersection with the South boundary of said East half, thence East along said South boundary 887.89 feet to Point of Beginning; that part of the West half of the South-West quarter lying South of the Plantation Pipeline Co. right of way; that part of the North-East quarter of the South-West quarter lying South of the Plantation Pipeline Co. right of way, that part of the West half of the South-East quarter lying South of the Plantation Pipeline Co. right of way and lying West of the centerline of a public road.
366	7	The West half of the South-West quarter; that part of the South-East quarter of the South-West quarter lying South of the centerline of Turner Road/Shelby County Road #13; that part of the West half of the South-East quarter lying South of the centerline of Shelby County Road #13; the South-East quarter of the South-East quarter.
367	8	The West half of the Section except the North-East quarter of the North-West quarter.
368	9	That part of the North-East quarter of the North-East quarter lying East of the centerline of the Cahaba River; that part of the South-East quarter of the North-East quarter lying South of the center line of the Cahaba River; that part of the North-West quarter lying West of the Southern Rail Company (Norfolk Southern Company) rail line, except the following described tract: commence at the Northeast corner of the North-East quarter of the North-West quarter, thence West along the North boundary of said quarter-quarter Section 211.45 feet, thence turning an angle of 94 degrees 23 minutes to the left Southeast along the center line of right of way of Southern Railway Company as now located 696.00 feet, thence turning an angle of 90 degrees 00 minutes to the right Southwest along a straight line 50.00 feet to intersection with the West boundary of said right of way of Southern Railway Company, this being Point of Beginning of boundary of tract of land herein excepted: thence continuing Southwest along said straight line 200.00 feet, thence turning an angle of 90 degrees 00 minutes to the left Southeast 372.75 feet to the beginning of the arc of a curve turning to the left and having a radius of 1,682.69 feet, said arc being subtended by a chord 241.82 feet in length, thence Southeast along said arc 242.05 feet to intersection with a straight line radial to said arc, said radial line forming an angle of 94 degrees 07 minutes to the left from said chord, thence Northeast along said radial line 200.00 feet to intersection with the West boundary of said right of way of Southern Railway Company, said intersection being in the arc of a curve turning to the right and having a radius of 1,482.69 feet, said arc being subtended by a chord 213.10 feet in length, said chord forming an angle of 85 degrees 53 minutes to the left from said radial line, thence Northwest along said arc and also along said West boundary of right of way, 213.28 feet to the beginning of a straight line tangent to said arc, thence Northwest along said straight line



		and also along said West boundary of right of way 372.75 feet to Point of Beginning; the South-West quarter, except the following described tract: Commence at the Northwest corner of Lot 3B, Resurvey of Lot 3A of a Resurvey of Lots 2 & 3 of the Cahaba River Getaways, as recorded in Map Book 32, Page 57 in the Probate Office of Shelby County, Alabama (the Southwest Section Corner of said Section 9) and run Easterly along the North line of said lot for a distance of 128.77 feet to the Point Of Beginning; thence continue along the last described course for a distance of 877.33 feet to the Northeast corner of said Lot, thence turn an interior angle right of 06° 01' 50" and run Northwesterly for a distance of 844.28 feet, thence turn an interior angle right of 107° 00' 35" and run Southwesterly for a distance of 96.39 feet to the Point Of Beginning; that part of the West half of the South-East quarter lying West of the right of way of the Southern Railway Company; that part of the East half of the South-East quarter lying East of the center line of the Cahaba River
369	10	The entire Section except that part of the West half of the North-West quarter lying West of the center line of the Cahaba River.
370	11	The entire Section.
371	12	The entire Section.

Shelby County
Township 21 South, Range 5 West

1. <u>Tract</u>	2. <u>ection</u>	3.
4. <u>373</u>	5. <u>12</u>	6. <u>The East half of the South-East quarter.</u>

Shelby County Magenta – tracts 346 through
Township 21 South, Range 3 West

Tract	Section	
346	5	A tract of land in the South-East quarter of the North-West quarter described as follows: Begin at the Southeast corner of the South-East quarter of the North-West quarter; thence West along the South boundary line of said quarter-quarter 300.0 feet; thence in a straight line in a Northeasterly direction to a point on the East boundary of said quarter-quarter 300.0 feet North of the Southeast corner of said quarter-quarter; thence South along said East boundary to the Point of Beginning.

347	7	A tract of land in the North-West quarter of the South-East quarter described as follows: commence at the Southeast Section corner; thence West along the South boundary of said Section a distance of 1,325 feet; thence turn an angle to the right of 90 degrees 00 minutes in a Northerly direction 1,500 feet to the Point of Beginning of the tract herein excepted; thence continue along the last described course 200 feet to the South boundary of Shelby County Road No. 270; thence in a Westerly direction along the South boundary of said road 210 feet; thence turn an angle to the left and run a bearing South 00 degrees 00 minutes a distance of 210 feet; thence turn an angle to the left of 90 degrees 00 minutes in a Easterly direction 210 feet, more or less to the Point of Beginning.
		Total ~ Township 21 South, Range 3 West

Shelby County**Township 21 South, Range 4 West**

Tract	Section		Acres
348	4	A tract of land in the South-West quarter of the North-West quarter described as follows: commence at the Northwest Section corner; thence East along the North boundary of said Section 490 feet; thence turn an angle to the right of 90 degrees 00 minutes in a Southerly direction 1,760 feet to the Point of Beginning of the tract herein excepted; thence continue on the last described course a distance of 300 feet; thence turn an angle to the left 90 degrees 00 minutes in a Easterly direction 150 feet; thence turn an angle to the left 90 degrees 00 minutes in a Northerly direction 300 feet; thence turn an angle to the left 90 degrees 00 minutes in a Westerly direction 150 feet, more or less, to the Point of Beginning.	1.03
349	9	That part of the South-West quarter of the South-West quarter described as follows: commence at the Northwest corner of Lot 3B, Resurvey of Lot 3A of a Resurvey of Lots 2 and 3 of the Cahaba River Getaways, as recorded in Map Book 32, Page 57 in the Probate Office of Shelby County, Alabama and run Easterly along the North line of said lot for a distance of 128.77 feet to the Point of Beginning; thence continue along the last described course for a distance of 877.33 feet to the Northeast corner of said lot; thence turn an interior angle of 06 degrees 01 minutes 50 seconds and run Northwesterly for a distance of 844.28 feet; thence turn an interior angle of 107 degrees 00 minutes 35 seconds and run Southwesterly for a distance of 96.39 feet to the Point of Beginning.	0.89

Tuscaloosa County,**Township 17 South, Range 8 West**

Tract	Section	

Tuscaloosa County,

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Township 18 South, Range 8 West

Tract	Section	
423	23	The North half of the North-East quarter lying East and South of the Warrior River (in accordance with the boundaries thereof established by grant of patent from the United States of America); that portion of the following described tract of land in the South half of the South-East quarter lying North and West of the centerline of Bankhead Road: Begin at the Southeast corner thence West along the South boundary of said half-quarter Section 2,059.69 feet to a tract of land conveyed to the United States of America (USA), thence turn an angle of 79 degrees 14 minutes 30 seconds to the right in a Northwest direction along the USA tract a distance of 386.39 feet, thence turn an angle and run North 27 degrees 43 minutes East along the USA tract a distance of 529.06 feet, thence turn an angle and run North 83 degrees 16 minutes East along the USA tract a distance of 559.97 feet, thence turn an angle and run North 35 degrees 00 minutes West along the USA tract a distance of 470.73 feet to a point on the North boundary of said half-quarter section, thence East along the North boundary to the Northeast corner of said half quarter Section, thence South along the East boundary to the Point of Beginning.
425	26	Two (2) tracts of land described as follows: (1) That portion of the following described tract of land lying North and West of the centerline of Bankhead Road: Begin at the Northeast Section corner, thence West along the North boundary of said Section a distance of 2,059.7 feet to a tract of land sold to the United States of America (USA), thence turn an angle and run South 10 degrees 15 minutes East along the USA tract a distance of 1,712.76 feet, thence turn an angle and run South 68 degrees 44 minutes East along USA tract a distance 936.78 feet, thence turn an angle and run South 77 degrees 02 minutes East a distance of 870.37 feet to a point on the East boundary of said Section, thence turn North and run along the East boundary of said Section to the Point of Beginning; (2) that portion of the following described tract of land lying West of the centerline of the Woods Road depicted on the map attached hereto as Exhibit 1: Begin at the Northwest corner of the North-West quarter of the South-West quarter, thence turn an angle and run South 72 degrees 44 minutes East along the USA tract a distance of 1,804.6 feet, thence turn an angle and run North 24 degrees 34 minutes East along the USA tract a distance of 386.2 feet, thence turn an angle and run South 89 degrees 41 minutes East along the USA tract a distance of 995.8 feet, thence turn an angle and run North 00 degrees 01 minutes West along the USA tract a distance of 690.2 feet, thence turn an angle and run South 89 degrees 41 minutes East along the USA tract a distance of 543.8 feet, thence turn an angle and run South 26 degrees 43 minutes East along the USA tract a distance of 420.6 feet, thence turn an angle and run South 65 degrees 22 minutes East along the USA tract a distance of 361.2 feet to the Northeast corner of the North-West quarter of the South-East quarter, thence turn South and run along the East boundary of the West half of the South-East quarter to the Southeast corner of the West half of the South-East quarter, said corner being on the South boundary of Section 26, thence turn West and run

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Rick Allison, Judge of Probate, Walker County, Alabama

		along the South boundary of Section 26 to the Southwest Section corner, thence turn North and run along the West boundary of said Section 26 to the Point of Beginning.
426	34	The North-East quarter of the North-East quarter; the East 571.13 feet of the North-West quarter of the North-East quarter; the South half of the North half less and except that portion lying South of the centerline of the Woods Road depicted on the map attached hereto as Exhibit 2; the East half of the South-East quarter less and except that portion lying South and East of the centerline of the Woods Road depicted on the map attached hereto as Exhibit 2; the South-West quarter; the West half of the South-East quarter.
427	35	That portion of the entire Section lying West and North of the centerline of the Woods Road depicted on the map attached hereto as Exhibit 3.

Tuscaloosa County
Township 19 South, Range 7 West

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Tract	Section	

Tuscaloosa County
Township 19 South, Range 8 West

Tract	Section	
445	3	The entire Section less and except that portion lying East of the centerline of the Woods Road depicted on the map attached hereto as Exhibit 4.
449	10	East half of North half of Section less and except that portion bounded (1) on the North by the centerline of the Woods Road depicted on the map attached hereto as Exhibit 5, and (2) on the South by the centerline of Davis Creek and (3) on the West by the centerline of Whiteoak Creek; that portion of the West half of the North half of Section lying East of the Woods Road depicted on the map attached hereto as Exhibit 5 and that portion lying South of the centerline of Davis Creek.

Tuscaloosa County
Township 20 South, Range 6 West

Tract	Section	
461	9	That part of the North half of the North-East quarter lying West of the center line of Rock House Road and all that part of the North half of the North-East quarter lying North of the center line of Johns Road less and except the right of way of the Louisville and Nashville Railroad (CSX Transportation Inc.); the West half of the South-East quarter; the South-

	East quarter of the South-East quarter.
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**Tuscaloosa County Magenta –
Township 17 South, Range 8 West**

Tract	Section	
462	4	A tract of land located in the South-East quarter of the North-East quarter described as follows: Commence at the Northeast Section corner; thence West along the North boundary of said Section 530 feet; thence turn an angle to the left of 90 degrees 00 minutes in a Southerly direction 2,352 feet, to the Point of Beginning of the tract herein excepted; thence continue on the last described course 285 feet, more or less, to the Northern boundary of Wallace Ferry Road; thence turn to the right and run in a Westerly and Northwesterly direction along said boundary 240 feet; thence turn to the right and run North and parallel to the East boundary of said quarter-quarter a distance of 200 feet; thence in a straight line in a Easterly direction to the Point of Beginning.

**Tuscaloosa County Red – tracts 472 through 481
Township 18 South, Range 8 West**

Tract	Section	
472	33	That part of the South half of the Section described as follows: Begin at the Northeast corner of said half Section; thence West along the North boundary of said half Section to a point 373.47 feet west of the Northwest corner of the North-East quarter of the South-East quarter, thence turning an angle of 55 degrees 41 minutes left Southwest 539.90 feet, thence turning an angle of 55 degrees 06 minutes 30 seconds right West to the intersection of the Warrior River (in accordance with the boundaries thereof established by grant of patent from the United States of America), thence South and West along the Warrior River to the South boundary of the Section, thence East along said South boundary to the Southeast Section corner, thence North along the East boundary to the Point of Beginning.

**Tuscaloosa County
Township 19 South, Range 8 West**

Tract	Section	
473	4	That part of the Section lying East of the Warrior River (in accordance with the boundaries thereof established by grant of patent from the United States of America) and North of the centerline of Davis Creek.
474	5	That part of the East half of South-East quarter lying East of the Warrior River (in accordance with the boundaries thereof established by grant of patent from the United States of America).

475	8	That part of the East half of Northeast quarter lying East of the Warrior River (in accordance with the boundaries thereof established by grant of patent from the United States of America) and North of Davis Creek.

476	9	That part of the North half of the Section lying North of the centerline of Davis Creek.
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Tuscaloosa County**Township 20 South, Range 6 West**

Tract	Section	
477	25	The South half of the Section lying West of Interstate I-59/I-20 except a strip 25.00 feet wide, adjacent and parallel to the half Section line and the Western right of way of Interstate I-59/I20.
478	36	That part of the North half of the Section lying West of Interstate I-59/I-20 except a strip 25.00 feet wide, adjacent to and parallel to the Western right of way boundary of I-59/I20; that part of the South-East quarter lying South of the centerline of Gamble Road.

Tuscaloosa County**Township 20 South, Range 5 West**

Tract	Section	
479	30	That part of the Section lying Northwest of Interstate I-59/I-20 except a strip 25.00 feet wide, adjacent and parallel to I-59/I20.

Tuscaloosa County**Township 21 South, Range 6 West**

Tract	Section	
480	1	The North half of the North-East quarter except the following described tract: begin at the Southeast corner of said North half, thence North along the East boundary line 800.00 feet, thence turning an angle of 88 degrees 56 minutes 51 seconds left West 499.24 feet, thence turning an angle of 91 degrees 00 minutes left south 799.57 feet to the intersection of the South boundary of said North half quarter, thence turning an angle of 88 degrees 56 minutes 51 seconds left East to the Point of Beginning; the North-West quarter except the following described tract: Begin at the Southeast corner of said quarter, thence North along the East boundary of said quarter 963.32 feet, thence turning an angle of 88 degrees 44 minutes left West 1,350.03 feet, thence turning an angle of 91 degrees 22 minutes 30 seconds left South to the intersection with the South boundary of said quarter, thence East along said South boundary to the Point of Beginning; and also except a tract of land lying in the North-West quarter of the North-West quarter described as follows: commence at the Northwest Section corner, thence east along the North boundary of said Section 700 feet, thence turn an angle to the right of 90 degrees 00 minutes in a southerly direction 50 feet, more or less, to the



		center of a drainage, said point also being the Point of Beginning of the tract herein excepted, thence continue along the last described course 270 feet, more or less, to the northern boundary of Gamble Road, thence turn an angle to the right and run along the north boundary of said road in a southwesterly direction 710 feet, more or less, to the West boundary of said Section, thence turn an angle to the right and run north along the West Section boundary 250 feet, more or less, to the center of said previously mentioned drainage, thence turn to the right and run northeasterly along the meanders of said drainage to the Point of Beginning; the North-West quarter of the South-West quarter except that part of a tract of land conveyed by USX corporation to Dozier & Kathryn Holifield by deed dated August 7, 1990, lying in the following described tract: Begin at the Northeast corner of the South-West quarter; thence turning an angle of 45 degrees 42 minutes 03 seconds from the East boundary of said half quarter Southwest 1,879.75 feet; thence turning an angle of 134 degrees 11 minutes 27 seconds right North to the intersection of the North boundary of said quarter-quarter, thence East along said North boundary to the Point of Beginning.
481	2	The North-East quarter except the following described tract lying in the North-East quarter of the North-East quarter described as follows: commence at the Northeast Section corner, thence south along the East boundary of said Section 270 feet, more or less, to the center of a drainage, said point also being the Point of Beginning of the tract herein excepted, thence continue along the last described course 250 feet, more or less, to the northern boundary of Gamble Road, thence turn an angle to the right and run along the north boundary of said road in a southwesterly direction 110 feet, thence turn an angle to the right and run North parallel to the East boundary of said quarter-quarter, 160 feet, more or less, to the center of the previously mentioned drainage, thence turn to the right and run northeasterly along the meanders of said drainage to the Point of Beginning; the following described tract in the South-East quarter of the North-West quarter and the North-East quarter of the South-West quarter and the North half of the South-East quarter: Begin at the Northeast corner of the South-East quarter of the North-West quarter, thence West along the North line of said quarter-quarter to the Northwest corner of the North-East quarter of the South-East quarter of the North-West quarter, thence turning an angle of 91 degrees 19 minutes 30 seconds left South 480.30 feet, thence turning an angle of 35 degrees 56 minutes 46 seconds left Southeast 97.15 feet, thence turning an angle of 75 degrees 00 minutes 55 seconds right Southwest along the center line of a paved road 189.66 feet to the point of a curve to the left, said curve having a radius of 2,864.90 feet and being subtended by a central angle of 04 degrees 01 minutes 05 seconds, thence in a Southwesterly direction along the arc of said curve and the center line of said paved road 200.91 feet to the end of said curve, thence in a Southwesterly direction along straight line tangent to said curve but leaving the center line of said paved road 225.30 feet, thence turning an angle of 07 degrees 14 minutes 25 seconds left Southwest 294.58 feet to a point on the center line of a public road, thence Southeasterly along the

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		center line of said public road a distance of 1,169.72 feet, thence turn and run East along a tract of land conveyed to Alabama Pigments Company from USX by document dated August 8, 1994 and parallel with the South line of the North-East quarter of the South-West quarter a distance of 1080.18 feet, thence turning an angle of 89 degrees 59 minutes 39 seconds right Southerly to the intersection of the South boundary of the North half of the South-East quarter, thence East along said South boundary (and also the boundary between Bibb and Tuscaloosa County) to the intersection of the East boundary of said Section 2, said point also being the Northeast corner of the South-East quarter of the South-East quarter, thence North along said East boundary of said Section 2 to the North-East corner of the South-East quarter, thence West along the North line of said quarter to the Northwest corner of the South-East quarter, thence North along the East line of the West half of the Section to the Point of Beginning.
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Tuscaloosa County Magenta Tracts 466 – 471
Township 20 South, Range 6 West

Tract	Section		Acres
466	9	That part of the North-East quarter of the North-East quarter described as follows: that part of said quarter-quarter lying Southeast of a straight line between the Northeast corner of the North-West quarter of the North-West quarter of Section 10, Township 20 South, Range 6 West and the intersection with the center line of Rock House Road on the South boundary of the North-East quarter of the North-East quarter of said Section 9.	7.30
467	35	That part of the South-West quarter of the South-West quarter lying North of Interstate I-59/I-20 except for the following two tracts: (1) Commence at the Northwest corner of said South-West quarter of South-West quarter of Section 35, thence in an Easterly direction along the North boundary of said quarter-quarter section 336.42 feet to the Point of Beginning of boundary of tract of land herein described, thence turning an angle of 90 degrees 00 minutes to the right in a Southerly direction 321.4 feet, thence turning angle of 90 degrees 00 minutes to the left in a Easterly direction 321.48 feet, thence turning an angle of 90 degrees 00 minutes to the left in a Northerly direction 321.40 feet to intersection with the North boundary of said South-West quarter of South-West quarter, thence turning an angle of 90 degrees 00 minutes to the left in a Westerly direction along said North boundary 321.48 feet to the Point of Beginning; (2) Commence at the Northeast corner of said quarter-quarter section and run along the North boundary North 89 degrees 00 minutes 00 seconds West 42.81 feet to an iron pin and the Point of Beginning, thence continue along the same line 625.57 feet to an iron pin on the East edge of a woods road, thence run South 89 degrees 32 minutes 04 seconds West 10.43 feet to an iron pin being the Northeast corner of the American Tower Management 2.37 acre tract as recorded in Deed Book 2000, Page 9602 of the Probate Records of Tuscaloosa County, Alabama, thence run along the East boundary of said	



		tract South 01 degrees 31 seconds West 321.61 feet to a 3" capped pipe and the Southeast corner of said tract, thence run along the South boundary of said tract North 88 degrees 58 minutes 29 seconds West 111.96 feet to a point in the centerline of a private road 40 feet in width, thence run along said centerline of said road South 00 degrees 46 minutes 00 seconds East 340.91 feet to the intersection of the Northwest right-of-way of Dream Lake Road, thence run along said right-of-way North 49 degrees 04 minutes 00 seconds East 993.50 feet to the Point of Beginning.	16.80
		Total ~ Township 20 South, Range 6 West	24.10

Tuscaloosa County**Township 21 South, Range 5 West**

Tract	Section		Acres
468	6	The North half of the South-West quarter except that part lying East of a diagonal line from a point on the North boundary 637.00 feet West of the Northeast corner of said North half to a point on the South boundary 1,068.29 feet West of the Southeast corner of said North half.	54.00
		Total ~ Township 21 South, Range 5 West	54.00

Tuscaloosa County**Township 21 South, Range 6 West**

Tract	Section		Acres
469	1	A tract of land in the North-West quarter of the North-West quarter described as follows: Commence at the Northwest Section corner; thence East along the North boundary of said Section 700 feet; thence turn an angle to the right of 90 degrees 00 minutes in a Southerly direction 50 feet, more less, to the center of a drainage; said point also being the Point of Beginning of the tract herein excepted; thence continue along the last described course 270 feet, more or less, to the Northern boundary of Gamble Road; thence turn to the right and run along the North boundary of said road in a Southwesterly direction 710 feet, more or less, to the West boundary of said Section; thence turn an angle to the right and run North along the West Section boundary 250 feet, more or less, to the center of said previously mentioned drainage; thence turn to the right and run Northeasterly along the meanders of said drainage to the Point of Beginning; the North-East quarter of the South-East quarter except that part lying North of the South boundary of the Alabama Great Southern Rail Line.	43.10
470	2	A tract of land in the North-East quarter of the North-East quarter described as follows: Commence at the Northeast Section corner; thence South along the East boundary of said Section 270 feet, more or less, to the center of a drainage; said point also being the Point of Beginning ; thence continue along the last described course 250 feet, more or less, to the	



		Northern boundary of Gamble Road; thence turn to the right and run along the North boundary of said road in a Southwesterly direction 110 feet; thence turn an angle to the right and run North parallel to the East boundary of said quarter-quarter 160 feet, more or less, to the center of the previously mentioned drainage; thence turn to the right and run Northeasterly along the meanders of said drainage to the Point of Beginning; that part of the West half of said Section lying South of Interstate I-20/I-59 described as follows: Commence at the Northeast corner of the North-West quarter of the North-West quarter, thence West along the North boundary of said quarter-quarter 485.98 feet to the Point of Beginning, thence turn an angle of 91 degrees 15 minutes to the left in a Southerly direction 1,246.03 feet to intersection with the center line of a road, thence turning an angle of 64 degrees 24 minutes 24 seconds to the left in a Southeasterly direction along a straight line, which is the center line of said road, 14.39 feet to the point of beginning of the arc of a curve tangent to said straight line, said arc turning to the left, having a radius of 383.07 feet and being subtended by a central angle of 49 degrees 08 minutes, thence Southeasterly, thence Easterly and thence Northeasterly along said center line of said road 328.50 feet, thence Northeasterly along a straight line tangent to said arc which is the center line tangent to said arc which is the center line of said road 168.43 feet to intersection with the East boundary of said North-West quarter of North-West quarter, thence South along said East boundary 159 feet, more or less, to the Southeast corner of said quarter-quarter, thence East along the South boundary of the North-East quarter of the North-West quarter 253.2 feet to the South boundary of the Birmingham Mineral Railroad; thence Southwesterly along said South boundary to the Western right-of-way boundary of Alabama State Highway #11; thence Southwesterly along said Highway boundary 460 feet, more or less, to the intersection with the north boundary of the Birmingham-Blocton Road; thence Southwesterly along said Road 1,200 feet, more or less, to the West boundary of said Section 2; thence North along said West boundary to the Southern boundary of Interstate I-20/I-59; thence Northeasterly along said Interstate boundary to the North boundary of said Section 2; thence East along said North boundary to the Point of Beginning.	50.49
471	3	That part of the South-East quarter of South-West quarter lying Northwest of Giles Road except the following two tracts: 1) Commence at the Southeast corner of the South-East quarter of the South-West quarter of Section 3, Township 21 South, Range 6 West, thence run West along the South line of said quarter-quarter section 743.37 feet to the center line of a public road (Giles Road); thence continue on the last described course 426.76 feet to the Point of Beginning; thence turn an interior angle of 44 degrees 23 minutes 10 seconds in a Northeasterly direction 460.50 feet; thence turn an interior angle of 89 degrees 33 minutes 43 seconds in a Southeasterly direction 292.64 feet to the center of Giles Road; thence Southwesterly along said center line to the Point of Beginning; 2) Commence at the Southeast corner of said quarter-quarter; thence run West along the South line of said quarter-quarter 743.37 feet; thence turn a deflection angle to the right of 133 degrees 25 minutes and run	



		Northeasterly 153.40 feet along the center line of said public road to the Point of Beginning, thence run a deflection angle to the left of 87 degrees 21 minutes 53 seconds and run Northwesterly 292.64 feet to a point on a telephone cable easement conveyed by United States Steel Corporation to American Telephone and Telegraph Corporation, dated December 29, 1944 and October 2, 1986, said easement lying 11.5 feet right and 15 feet left of the following described line; thence turn a deflection angle to the right of 89 degrees 33 minutes 43 seconds and run Northeasterly 417.00 feet along said easement; thence leaving said easement turn a deflection angle to the right 89 degrees 52 minutes 11 seconds and run Southeasterly 289.00 feet to a point, said point being on the center line of said public road, said point also being on a curve to the left, said curve having a central angle of 3 degrees 46 minutes 48 seconds and a radius of 5,729.65 feet; thence turn a deflection angle to the right 89 degrees 49 minutes 27 seconds to the chord of said curve and run Southwesterly 378.00 feet along the arc of said curve and along the center line of said public road to the end of said curve; thence run a deflection angle to the left of 1 degree 53 minutes 24 seconds to the chord of said curve and run Southwesterly 42.02 feet along the center line of said public road to the Point of Beginning.	28.90
		Total ~ Township 21 South, Range 6 West	122.49

Walker County
Township 17 South, Range 7 West

Tract	Section	
495	6	A tract located in the South-West quarter of the North-East quarter described as follows: Commence at the northeast corner of Section 6; then south 1,368 feet to the point of beginning of the tract; thence west 250 feet; thence south 500 feet; thence east 250 feet; thence north 500 feet to the point of beginning;
		Total ~ Township 17 South, Range 7 West

Walker County - Magenta
Township 17 South, Range 7 West

Tract	Section	
527	22	A tract of land located in the North half of the North-West quarter described as follows: Commence at the Northwest Section corner; thence East along the North boundary of said Section 1,286 feet; thence turn an angle to the right of 90 degrees 00 minutes in a Southerly direction 726 feet to the Point of Beginning of the tract herein excepted: thence continue on the last described course 210 feet; thence turn an angle to the left of 90 degrees 00 minutes in a Easterly direction 210 feet; thence turn an angle to the left of 90 degrees 00 minutes in a Northerly direction 210 feet; thence turn an angle to the left of 90 degrees 00 minutes in a Westerly direction 210 feet, more or less, to the Point of Beginning.

		Total ~ Township 17 South, Range 7 West

Walker County Red – Tract 528 through 531
Township 17 South, Range 7 West

Tract	Section	
528	26	That part of the North half of the North-West quarter lying West of the center line of Short Creek; that part of the South-East quarter of the North-West quarter lying West of the Warrior River (in accordance with the boundaries thereof established by grant of patent from the United States of America); the South-West quarter of the North-West quarter except the following two (2) tracts: (1) a tract of land located in the South-West quarter of the North-West quarter described as follows: commence at the South-West corner of said quarter-quarter, thence East along the South boundary a distance of 569.20 feet to the Point of Beginning; thence turn an angle of 29 degrees 00 minutes to the left in a Northeasterly direction 816.00 feet to the East boundary of said quarter-quarter, thence turn an angle of 117 degrees 20 minutes to the right in a Southerly direction along the East boundary of said quarter-quarter a distance of 397.50 feet to the South-East corner of said quarter-quarter, thence turn to the right and run West along the South boundary of said quarter-quarter a distance of 726.30 feet to the Point of Beginning; (2) a tract of land located in the South-West quarter of the North-West quarter: commence at the South-West corner of said quarter-quarter, thence North along the West boundary of said quarter-quarter a distance of 418.81 feet to the center line of Franklin Ferry Road said point being the Point of Beginning of a tract herein described: thence turn an angle of 38 degrees 26 minutes 30 seconds to the right in a Northeasterly direction 450.00 feet, thence turn an angle of 90 degrees 00 minutes to the right in a Southeasterly direction 550.00 feet, thence turn an angle of 90 degrees 00 minutes to the right in a Southwesterly direction 450.00 feet to the center line of Franklin Ferry Road, thence turn 90 degrees to the right along the center line of Franklin Ferry Road 550.00 feet to the Point of Beginning; the North-West quarter of the South-West quarter; that part of the North-East quarter of the South-West quarter lying West of the Warrior River (in accordance with the boundaries thereof established by grant of patent from the United States of America); the North half of the South-West quarter lying West of Warrior River (in accordance with the boundaries thereof established by grant of patent from the United States of America); the South half of the South-West quarter lying West of Warrior River (in accordance with the boundaries thereof established by grant of patent from the United States of America), less and except a tract 500 feet wide, adjacent and parallel to the existing bank of Warrior River.
529	27	The South-East quarter of the North-East quarter, the West half of the North-East quarter; the East half of the North-East quarter of the North-West quarter; that part of the North-West quarter of the North-East

		quarter of the North-West quarter lying East of the center line of Shoal Creek; the East half of the South-East quarter of the North-West quarter; the North-East quarter of the North-East quarter of the South-West quarter; the North half of the South-East quarter of the North-East quarter of the South-West quarter; the South one-quarter (1/4) of the South-West quarter of the South-East quarter except a 500.0 foot wide strip of land parallel and adjacent to the Warrior River (a 500.0 foot buffer zone); the East half of the South-East quarter; the South-East diagonal half of the South-East quarter of the South-East quarter of the South-East quarter of the South-West quarter except a 500.0 foot wide strip of land parallel and adjacent to the Warrior River (a 500.0 foot buffer zone); The North three-quarters (3/4) of the North-West quarter of the South-East quarter except a 500.0 foot wide strip of land parallel and adjacent to the Warrior River (a 500.0 foot buffer zone).
530	34	The North-East quarter of the North-East quarter lying East of the Warrior River except a 500.0 foot wide strip of land parallel and adjacent to the Warrior River (a 500.0 foot buffer zone); the North half of the North-West quarter of the North-East quarter lying East of the Warrior River except a 500.0 foot wide strip of land parallel and adjacent to the Warrior River (a 500.0 foot buffer zone); the North-East diagonal half of the East half of the North-East quarter of the North-East quarter of the North-West quarter lying East of the Warrior River except a 500.0 foot wide strip of land parallel and adjacent to the Warrior River (a 500.0 foot buffer zone); the South-East quarter of the North-East quarter except the North-West diagonal half of the North-West quarter of said quarter-quarter; the South-East diagonal half of the South-East quarter of the South-West quarter of the North-East quarter lying East of the Warrior River except a 500.0 foot wide strip of land parallel and adjacent to the Warrior River (a 500.0 foot buffer zone); the North-East diagonal half of the North-East quarter of the North-West quarter of the South-East quarter lying East of the Warrior River except a 500.0 foot wide strip of land parallel and adjacent to the Warrior River (a 500.0 foot buffer zone); the West 495.75 feet of the North 660.00 feet of the North-East quarter of the South-East quarter lying East of the Warrior River except a 500.0 foot wide strip of land parallel and adjacent to the Warrior River (a 500.0 foot buffer zone).
531	35	The South-West diagonal half of the West half of the North-West quarter of the North-West quarter except a 500.0 foot wide strip of land parallel and adjacent to the Warrior River (a 500.0 foot buffer zone); the North-West diagonal half of the North-West quarter of the South-West quarter of the North-West quarter except a 500.0 foot wide strip of land parallel and adjacent to the Warrior River (a 500.0 foot buffer zone).


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 Shelby Cnty Judge of Probate, AL
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2014 45506
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 Rick Allison, Judge of Probate, Walker County, Alabama

LESS AND EXCEPT THE FOLLOWING:**1) Fish Trap Mine and Fish Trap Mine #2: Jefferson County - Township 17 South, Range 5 West**

Tract	Section		
62 (all)	4	The Southeast diagonal half of the North-West quarter of the South-West quarter except the following described tract: commence at the Southeast corner of said quarter-quarter, thence North along East boundary of said quarter-quarter section 437.0 feet to Point of Beginning of a tract herein described; thence turning an angle 95 degrees 30 minutes to the left Southwesterly 216.0 feet, thence turning an angle of 37 degrees 33 minutes 45 seconds to the right Northwesterly 262.0 feet, more or less, to intersection with a projection of the water's edge on the Southeast bank of Locust Fork of Warrior River, said intersection being in the center of the mouth of a slough, thence Northeasterly along said water's edge 570.0 feet, more or less, to intersection with the East boundary of said quarter-quarter, thence South along said East boundary 485.0 feet, more or less, to the Point of Beginning; the South half of the South half of the Section except the South half of the South half of the South-West quarter of the South-West quarter.	167.08

2) Weller Mine: Jefferson County -- Township 19 South, Range 6 West

Tract	Section		Acreage
208 (part)	34	The Northwest diagonal half of the South East quarter.	80.00

3) Shannon Mine, Shannon Mine #2, Shannon Mine #3 and Shannon Mine #4**a) Tuscaloosa County****Township 20 South, Range 6 West**

Tract	Section		Acreage
466 (all)	9	That part of the North-East quarter of the North-East quarter described as follows: that part of said quarter-quarter lying Southeast of a straight line between the Northeast corner of the North-West quarter of the North-West quarter of Section 10, Township 20 South, Range 6 West and the intersection with the center line of Rock House Road on the South boundary of the North-East quarter of the North-East quarter of said Section 9.	7.30

Tract	Section		Acreage
478 (part)	36	That part of Tract 478 situated in the South-East quarter lying South of the centerline of Gamble Road.	75.00

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b) Jefferson County**Township 20 South, Range 6 West**

Tract	Section		Acreage
218 (part) 256 (part)	1	The North half of the Northwest quarter, the North half of the South half of the Northwest quarter, and the North half of the Northeast quarter.	200.00 collectively

Tract	Section		Acreage
219 (part) 257 (part)	2	The South half of the Southeast quarter and the South half of the Southeast quarter of the Southwest quarter of the Section and the East half of the East half of the Southeast quarter of the Northeast quarter of Section 2, Township 20 South, Range 6 West.	110.00 collectively

Tract	Section		Acreage
220 (part) 258 (part)	3	The Southwest quarter of the Southeast quarter; that part of the East half of the South-West quarter lying East of a straight line between the Southwest corner of the South-East quarter of the South-West quarter and a point on the North boundary of the North-East quarter of the South-West quarter lying 350 feet East of the East right of way line of the Louisville and Nashville Railroad; the Northwest quarter of the Southeast quarter; the Southeast diagonal half of the Southeast quarter of the Northwest quarter; the Southwest quarter of the Northeast quarter, and the South three-quarters of the Southeast quarter of the Southeast quarter.	230.00 collectively

Tract	Section		Acreage
259 (part)	10	The North-East quarter less and except the Southeast quarter of the North-East quarter; the East half of the North-West quarter; that part of the North-West quarter of the North-West quarter lying Southeast of a straight line between the Northeast corner of the North-West quarter of the North-West quarter of said Section 10 and the intersection with the center line of Rock House Road and the South boundary of the North-East quarter of the North-East quarter of Section 9, Township 20 South, Range 6 West less and except the Southeast quarter of the Northeast quarter of Section 10.	225.00

Tract	Section		Acreage
260 (part) 223 (part)	11	The North half of the Northwest quarter and the West half of the Northwest quarter of the Northwest quarter of the Northeast quarter, the North half of the South half of the Northwest quarter.	125.00 collectively



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Shelby Cnty Judge of Probate, AL
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Rick Allison, Judge of Probate, Walker County, Alabama

Township 19 South, Range 5 West

Tract	Section		Acreage
248 (part)	16	The Southwest quarter.	160.00

Tract	Section		Acreage
170 (part)	17	All that part of the Southeast quarter of the Southeast quarter lying south and east of the Louisville and Nashville Railroad.	30.00

Tract	Section		Acreage
172 (part) 250 (all)	20	The North half of the North-East quarter except the following two (2) tracts: (1) commencing at the intersection of the Southerly limit of CSX rail right of way (100' right of way) and the East line of Section 17, Township 19 South, Range 5 West, Jefferson County, Alabama, being witnessed by a three quarter (3/4) inch diameter open top pipe, run in a Southwesterly direction, along said Southerly limit of CSX rail right of way (100 foot right of way), adjoining U. S. Steel, a distance of 2,189.99 feet, to the Point of Beginning; the Point of Beginning thus established, leaving the Southerly limit of CSX rail right of way (100' right of way) and along the Southerly boundary of Oddie Hubbard property, run North 86 degrees 55 minutes 49 seconds East, for a distance of 62.41 feet, thence run along a curve to the right having a radius of 2,119.34 feet and arc length of 39.09 feet, being subtended by a bearing of South 33 degrees 42 minutes 47 seconds West and chord distance of 39.09 feet, thence run along a curve to the right having a radius of 1,599.95 feet and arc length of 245.58 feet, being subtended by a bearing of South 38 degrees 47 minutes 56 seconds West and chord distance of 245.34 feet, thence run along a curve to the right having a radius of 3,099.91 feet and arc length of 80.60 feet, being subtended by a bearing of South 44 degrees 10 minutes 39 seconds West and chord distance of 80.59 feet, thence run South 44 degrees 40 minutes 41 seconds West, for a distance of 521.70 feet, thence run along a curve to the right having a radius of 45,936.63 feet and arc length of 49.59 feet, being subtended by a bearing of South 44 degrees 42 minutes 32 seconds West and chord distance of 49.59 feet, thence run South 44 degrees 44 minutes 24 seconds West, for a distance of 301.80 feet, thence run North 45 degrees 15 minutes 36 seconds West, for a distance of 50.00 feet to a point along said Southerly limit of CSX rail right of way (100' right of way), thence, along said Southerly limit of CSX rail right of way (100' right of way), run North 44 degrees 44 minutes 24 seconds East, for a distance of 301.80 feet, thence run along a curve to the left having a radius of 45,886.63 feet and arc length of 49.54 feet, being subtended by a bearing of North 44 degrees 42 minutes 33 seconds East and chord distance of 49.54 feet, thence run North 44 degrees 40 minutes 41 seconds East, for a distance of 521.80 feet, thence run	495.00 collectively



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Acreage

Tract	Section		Acreage
		along a curve to the left having a radius of 3,049.91 feet and arc length of 79.30 feet, being subtended by a bearing of North 44 degrees 10 minutes 46 seconds East and chord distance of 79.30 feet, thence run along a curve to the left having a radius of 1,549.95 feet and arc length of 237.73 feet, being subtended by a bearing of North 38 degrees 47 minutes 54 seconds East and chord distance of 237.50 feet, thence run along a curve to the left having a radius of 2,069.34 feet and arc length of 1.19 feet, being subtended by a bearing of North 34 degrees 13 minutes 23 seconds East and chord distance of 1.19 feet; to the Point of Beginning; and also except (2) that portion of land lying between the center line of Blue Creek and the Louisville and Nashville Railroad (CSX Transportation Inc.); the South-West quarter of the North-East quarter except that portion lying North of the center line of Blue Creek; the East half of the South-East quarter of the North-East quarter; that portion of the North-East quarter of the North-West quarter lying North of the Louisville and Nashville Railroad except the following described tract: Begin at the Northwest corner of said quarter-quarter, thence East along the North boundary of said quarter-quarter 1067.00 feet, thence turning an angle of 122 degrees 40 minutes 04 seconds right Southwest 206.24 feet, thence turning an angle of 42 degrees 08 minutes 49 seconds right Southwest 946.54 feet to a point on the center line of Johns Road, thence turning an angle of 86 degrees 02 minutes 31 seconds right Northwest 118.24 feet along the center line of Johns Road to the intersection with the West boundary of said quarter-quarter, thence turning an angle of 18 degrees 30 minutes 45 seconds right North 309.87 feet along said West boundary line to the Point of Beginning; the South-West quarter of the North-West quarter; the South-East quarter of the North-West quarter except that part bounded by the Louisville and Nashville Railroad and the center line of Blue Creek; the South half of the Section; less and except the right of way of the Louisville and Nashville Railroad (CSX Transportation Inc.), LESS AND EXCEPT the South half of the Southwest quarter and the Southwest diagonal half of the Southwest quarter of the Southeast quarter and LESS AND EXCEPT all that part lying north and east of the Louisville and Nashville Railroad. Tract 250 - The West half of the South-East quarter of the North-East quarter.	

Tract	Section	Description	Acreage
173 (part)	21	All of Section 21 except the East half of the Northeast quarter, the Northwest quarter of the Northeast quarter and the North half of the Northeast quarter of the Southeast quarter.	500.00

Tract	Section		Acreage
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Shelby Cnty Judge of Probate, AL
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174 (part)	22	The South half of the Northwest quarter of the Southwest quarter, the West half of the Southwest quarter of the Northeast quarter of the Southwest quarter.	25.00
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Tract	Section		Acreage
176 (part)	28	The Northwest quarter, North half of the Northeast quarter, South half of the Northeast quarter, the North half of the Southwest quarter, the Southwest quarter of the Southwest quarter, the Northwest diagonal half of the Southeast quarter of the Southwest quarter, and the Northwest diagonal half of the Northwest quarter of the Southeast quarter.	480.00

Tract	Section		Acreage
177 (part)	29	The East half of the Southeast quarter, the Southwest quarter of the Southeast quarter, the Southeast diagonal half of the Northwest quarter of the Southeast quarter, the Southwest quarter of the Northeast quarter, the East half of the Northeast quarter, the Southeast diagonal half of the Northwest quarter of the Northeast quarter, the Southeast diagonal half of the Southeast quarter of the Southwest quarter.	300.00

Tract	Section		Acreage
179 (part)	31	The South half of the Northeast quarter of the Northeast quarter, the Southwest quarter of the Northeast quarter, and the Northwest diagonal half of the Southeast quarter of the Northeast quarter.	80.00

Tract	Section		Acreage
180 (part) 317 (part)	32	The North half of the North half of the Northeast quarter, the East half of the Northeast quarter of the Northwest quarter, the Southwest diagonal half of the Northwest quarter of the Northwest quarter, the North half of the Southwest quarter of the Northwest quarter, and the South-East quarter of the North-West quarter except the following three (3) tracts: (1) the South half of said quarter-quarter; (2) that part lying to the East of the center line of Blue Creek Road; and (3) the following described tract: Begin at the Northeast corner of the South-East quarter of the North-West quarter of said Section 32, and run Southerly along the East boundary thereof 358.16 feet, thence Southwesterly with a deflection angle of 56 degrees 08 minutes 38 seconds to the right, 334.72 feet, thence Southwesterly with a deflection angle of 6 degrees 14 minutes 05 seconds to the right, 409.43 feet to the Southwest corner of a tract of land conveyed by Tennessee Coal, Iron and Railroad Company to Blue Creek Baptist Church by document dated April 1, 1914, as recorded in Volume 777, Page 288, in the Office of Judge of Probate, Jefferson County, Alabama; thence northwesterly with a deflection angel of 85 degrees 24 minutes 19 seconds to the right 206.80 feet (said course being along the South-West boundary of said Church parcel for 166.8 feet – Deed); thence Northeasterly with a deflection angle of 90 degrees 04 minutes 00 seconds to the right, 571.16 feet; thence Northeasterly	115.00 collectively



Tract	Section		Acreage
		with a deflection angle of 11 degrees 59 minutes 30 seconds to the left, 369.64 feet to the Point of Beginning.	

Township 16 South, Range 5 West

Tract	Section		Acreage
262 (part)	25	The East three quarters of the Northwest quarter of the Southwest quarter, the Northeast diagonal half of the Northwest quarter of the Northeast quarter of the Southwest quarter and the Southwest diagonal half of the Southwest quarter of the Southeast quarter of the Northwest quarter.	40.00

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 Shelby Cnty Judge of Probate, AL
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Recorded in DNL BK 2395 PG 798, 09/03/2014 11:52:48 AM
 Rick Allison, Judge of Probate, Walker County, Alabama

Certificate Regarding Allocation of Mortgage Tax and Deed Tax Among Counties

Before me, the undersigned Notary Public in and for said county and said state, personally appeared **William J. Van Devender** the duly authorized Manager of Valley Creek Land & Timber, LLC, a Mississippi limited liability company ("Valley Creek"), who is known to me, and being first duly sworn by me, deposes and says as follows:

1. Valley Creek is acquiring from United States Steel Corporation, a Delaware corporation ("US Steel"), certain real property located in Jefferson, Shelby, Tuscaloosa, Bibb and Walker Counties, Alabama (the "Property") for a total purchase price of \$56,600,000.00. Valley Creek is financing \$50,000,000.00 of the purchase of the Property with the proceeds of a mortgage loan from Wells Fargo Bank, National Association ("Wells Fargo").

2. With respect to that certain Mortgage dated August 27, 2014 executed by Valley Creek in favor of Wells Fargo, for purposes of determining each County's proportionate share of the mortgage filing privilege taxes to be paid in connection with the filing of the Mortgage, the following are the relative percentages, by County, for each of the mortgaged properties:



<u>County</u>	<u>Percentage</u>	<u>Portion of Debt Secured</u>	<u>Mortgage Tax</u>
Jefferson	81.64%	\$40,820,000.00	\$61,230.00
Shelby	8.27%	\$4,135,000.00	\$6,202.50
Tuscaloosa	5.52%	\$2,760,000.00	\$4,140.00
Bibb	3.56%	\$1,780,000.00	\$2,670.00
Walker	1.01%	\$505,000.00	\$757.50
Total	100%	\$50,000,000.00	\$ 75,000.00

3. With respect to that certain Quitclaim Deed dated August 27, 2014 executed by US Steel in favor of Valley Creek, for purposes of determining each county's proportionate share of the deed filing privilege taxes to be paid in connection with the filing of the Quitclaim Deed, the value of that portion of the Property covered by the Quitclaim Deed (the "Quitclaim Property") is \$5,000.00, and the following are the relative percentages, by County, for the Quitclaim Property:

<u>County</u>	<u>Percentage</u>	<u>Portion of Value</u>	<u>Deed Tax</u>
Bibb	40%	\$2,000.00	\$2.00
Walker	60%	\$3,000.00	\$3.00
Total	100%	\$5,000.00	\$5.00



2014 45514
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Source Of Title: DEED 2014 / 14591
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

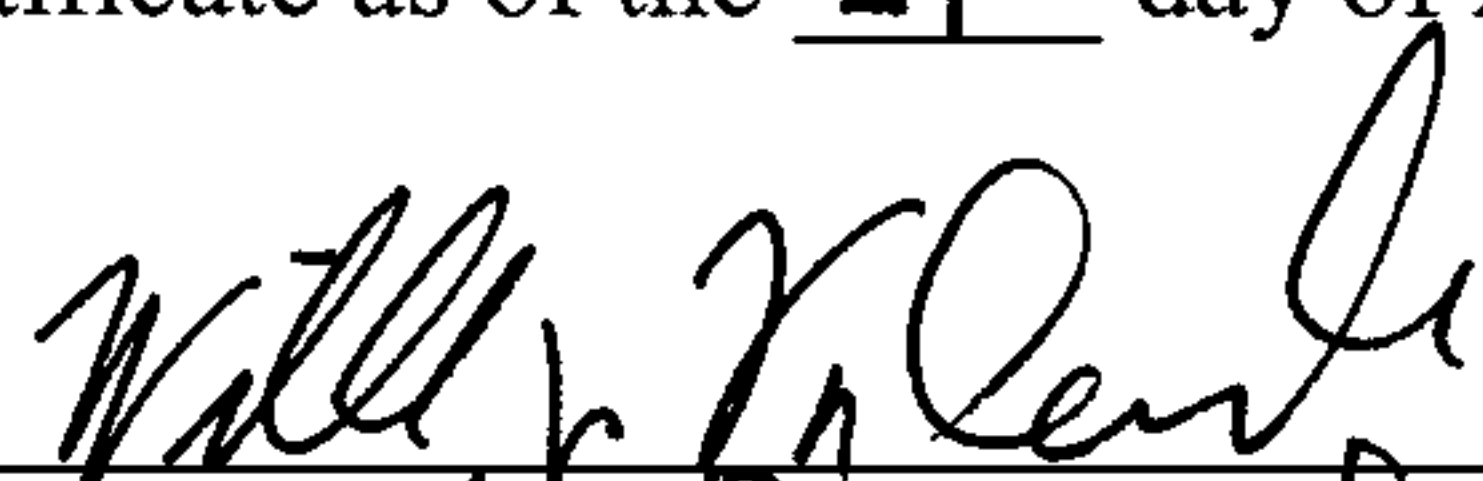
Recorded In DNL BK 2395 Pg 800, 09/03/2014 11:52:48 AM
Rick Allison, Judge of Probate, Walker County, Alabama

4. With respect to that certain Statutory Warranty Deed dated August 27, 2014 executed by US Steel in favor of Valley Creek, for purposes of determining each County's proportionate share of the deed filing privilege taxes to be paid in connection with the filing of the Statutory Warranty Deed, the value of that portion of the Property covered by the Statutory Warranty Deed (the "Statutory Warranty Property") is \$56,600,000.00 of which is paid with the proceeds of the Mortgage being recorded simultaneously with the Statutory Warranty Deed, and the following are the relative percentages, by County, for the Statutory Warranty Property:

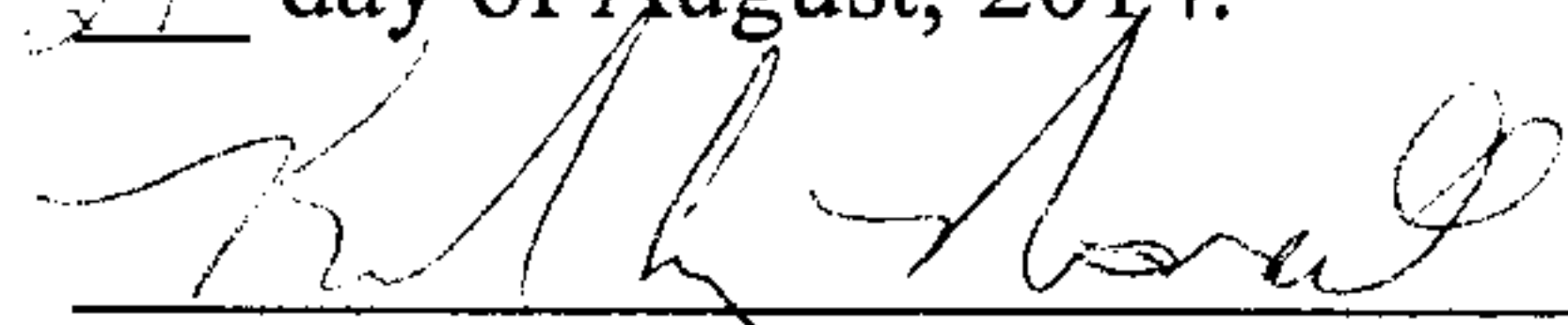
<u>County</u>	<u>Percentage</u>	<u>Portion of Taxable Value</u>	<u>Deed Tax</u>
Jefferson	81.64%	\$5,388,240.00	\$5,388.24
Shelby	8.27%	\$545,820.00	\$545.82
Tuscaloosa	5.52%	\$364,320.00	\$364.32
Bibb	3.56%	\$234,960.00	\$234.96
Walker	1.01%	\$66,660.00	\$66.66
Total	100%	\$6,600,000.00	\$ 6,600.00

5. That the undersigned has executed this Affidavit in his capacity as the duly authorized officer of Valley Creek, for the purpose of allowing the Clerks of the Offices of the Judges of Probate of Jefferson, Shelby, Tuscaloosa, Bibb and Walker Counties, Alabama to allocate mortgage filing privilege taxes and deed filing privilege taxes among the Counties.

IN WITNESS WHEREOF, I have executed this Certificate as of the 27th day of August, 2014.


Name: Van Deventer

Sworn to and subscribed before me this
27th day of August, 2014.



Notary Public

[NOTARIAL SEAL]

My commission expires: 8/16/2015

Book/Pg: 2014/45393
Term/Cashier: SCAN1 / klatner
Tran: 12330.757030.956249
Recorded: 09-02-2014 15:42:21
PJF Probate Judge Fee 2.00
REC Recording Fee 306.00
SOT Source of Title 1.00

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Bk: LR201462 Pg: 23167
Jefferson County, Alabama
08/29/2014 04:22:25 PM MTG
Fee - \$379.00

Mortgage Tax -\$75000.00

0 Total of Fees and Taxes-\$75379.0
KWBESS

