


This instrument prepared by  
and after recording return to:

Ray D. Gibbons, Esq.  
Gibbons Graham LLC  
100 Corporate Parkway  
Suite 125  
Birmingham, Alabama 35242

  
20150219000053050 1/12 \$27047.00  
Shelby Cnty Judge of Probate, AL  
02/19/2015 01:29:24 PM FILED/CERT

## **MORTGAGE AND SECURITY AGREEMENT**

**THIS MORTGAGE AND SECURITY AGREEMENT** (this "Mortgage"), is made and entered into as of February 18, 2015, by **DOUBLE OAK WATER RECLAMATION, LLC**, an Alabama limited liability company, whose address is 850 Shades Creek Parkway, Birmingham, Alabama 35209, Attention: Mr. William L. Thornton III and Mr. Michael D. Fuller (the "Borrower"), in favor of **SYNOVUS BANK**, a Georgia banking corporation, whose address is 800 Shades Creek Parkway, Birmingham, Alabama 35209, Attention: Mr. Alan Drennen (the "Bank"). Capitalized terms used herein and not defined shall have the meanings ascribed thereto in that certain Credit Agreement of even date herewith between Borrower and Bank (as amended from time to time, the "Credit Agreement").

### **W I T N E S S E T H:**

**WHEREAS**, Borrower is justly indebted to Bank in the principal amount of Eighteen Million and No/100 Dollars (\$18,000,000.00), or such portion thereof as has been disbursed from time to time under the provisions of the Credit Agreement, such indebtedness being evidenced by the Notes; and

**WHEREAS**, Borrower desires to secure the Obligations, including, but not limited to, the obligation to pay the principal of and interest on the Notes in accordance with the terms thereof and of the Credit Agreement and the other Loan Documents (including any and all extensions, modifications, and renewals thereof and substitutions therefor), and all Indemnified Losses and Default Costs.

**NOW, THEREFORE**, for and in consideration of Bank making the Loans and to secure the prompt payment and performance of the Obligations, Borrower does hereby irrevocably CONVEY, WARRANT, GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, PLEDGE and set over unto Bank, and its successors and assigns, all of Borrower's Interest in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");



(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Mortgaged Property as between the parties hereto and all Persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

(c) All easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same; and

(e) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief.

TO HAVE AND TO HOLD the Mortgaged Property and all parts, rights, members and appurtenances thereof, to the use and benefit of Bank and the successors, successors in title and



assigns of Bank, forever; and Borrower covenants that Borrower is lawfully seized and possessed of Borrower's Interest in and to the Mortgaged Property as aforesaid and has good right to convey the same, that the same are unencumbered except for those matters expressly set forth in Exhibit A hereto, and Borrower hereby warrants and will forever defend the title thereto against the claims of all Persons whomsoever, except as to those matters set forth in said Exhibit A.

The Lien of this Mortgage automatically will attach to any further, greater, additional or different estate, rights, titles or interests in or to any of the Mortgaged Property at any time hereafter acquired by Borrower by whatsoever means and without any further action or filing or recording on the part of Borrower or Bank or any other Person.

BORROWER HEREBY COVENANTS AND AGREES WITH BANK AS FOLLOWS:

#### ARTICLE I

1.01 Payment and Performance of Loan Documents. Borrower will perform, observe and comply with all the provisions hereof, and of each of the other Loan Documents, including, but not limited to, the due and punctual payment of the principal amount due under the Notes, together with interest thereon, and all other sums of money required to be paid by Borrower pursuant to any one or more of the Loan Documents.

1.02 Security Agreement. With respect all personal property (the "Personal Property") constituting part of the Mortgaged Property which is subject to the provisions of Article 9 of the Uniform Commercial Code as enacted in the state wherein the Land is situated (the "UCC"), this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of such Personal Property in compliance with the provisions of the UCC, and Borrower hereby grants to Bank a security interest in said Personal Property. Borrower authorizes Bank to file one or more financing statements reciting this Mortgage to be a security agreement affecting all of such Personal Property. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Mortgage, or otherwise in respect of an Event of Default, shall be (a) as prescribed herein or in any other Loan Document with respect thereto, or (b) as prescribed by applicable Law, including the UCC, all at Bank's sole election. Borrower agrees that the filing of such financing statement(s) in the records normally having to do with personal property shall not in any way affect the agreement of Borrower and Bank that everything used in connection with the production of income from the Mortgaged Property or adapted for use therein or which is described or reflected in this Mortgage, is, and at all times and for all purposes and in all proceedings both legal or equitable, shall be regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an Exhibit to this Mortgage, or (iii) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (A) the proceeds of any fire and/or hazard insurance policy, or (B) any award in eminent domain proceedings for taking or for loss of value, or (C) Borrower's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Mortgaged Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of Bank as determined by this instrument or affect the priority of Bank's security interest granted hereby or by any other recorded document, it being



understood and agreed that such mention in such financing statement(s) is solely for the protection of Bank in the event any court shall at any time hold, with respect to the foregoing items (A), (B), or (C), that notice of Bank's priority of interest, to be effective against a particular class of persons, must be filed in the UCC records. This Mortgage may be filed as a financing statement in any office where Bank deems such filing necessary or desirable and Borrower will promptly upon demand reimburse Bank for the costs therefor.

1.03 Use of Mortgaged Property. Borrower shall at all times operate the Mortgaged Property as a sewer system/water treatment facility. Borrower shall not be permitted to alter or change the use of the Mortgaged Property without the prior written consent of Bank.

1.04 Conveyance of Mortgaged Property. Except as otherwise expressly permitted by the Credit Agreement, Borrower shall not directly or indirectly encumber (by Lien, junior mortgage, or otherwise), pledge, convey, transfer or assign any or all of their interest in the Mortgaged Property without the prior written consent of Bank.

1.05 Acquisition of Collateral. Except as otherwise expressly permitted by the Credit Agreement, Borrower shall not acquire any Personal Property subject to any Lien taking precedence over the Lien of this Mortgage.

## ARTICLE II

2.01 Events of Default. The term "Event of Default", wherever used in this Mortgage, shall mean an "Event of Default" as defined in the Credit Agreement.

### 2.02 Rights and Remedies.

(a) If an Event of Default shall have occurred, then in addition to the rights and remedies provided for under any other Loan Document or under applicable Law, then at the option of Bank this Mortgage may be foreclosed in any manner now or hereafter provided by Alabama law, and to the extent provided or allowed by Alabama law, Bank, or its agent, may sell the Mortgaged Property or any part of the Mortgaged Property at one or more public sales before the front or main door of the courthouse of the county or counties, as may be required, in which the Land or any part of the Land is situated, after having first given notice of the time, place and terms of sale at least once a week for three (3) successive weeks preceding the date of such sale in some newspaper published in said county or counties, as may be required. At any such sale, Bank may execute and deliver to the purchaser a conveyance of the Mortgaged Property or any part of the Mortgaged Property. Bank shall have the right to enforce any of its remedies set forth herein without notice to Borrower, except for such notice as may be required by law. In the event of any sale under this Mortgage by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels and in such manner or order as Bank in its sole discretion may elect, and if Bank so elects, Bank may sell the personal property covered by this Mortgage at one or more separate sales in any manner permitted by the UCC, and one or more exercises of the powers herein granted shall not extinguish or exhaust such powers, until the entire Mortgaged Property is sold or the Obligations are paid in full. If the Obligations are now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty,



assignments of lease or other security instruments, Bank at its option may exhaust the remedies granted under any of said security instruments or this Mortgage either concurrently or independently, and in such order as Bank may determine.

Said sale may be adjourned by Bank, or its agent, and reset at a later date without additional publication; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set.

(b) In the event of any sale of the Mortgaged Property as authorized by this Section, all prerequisites of such 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 or non performance of the Obligations or as to the advertisement of sale, or the time, place and manner of 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.

2.03 Purchase by Bank. Upon any foreclosure sale or sale of all or any portion of the Mortgaged Property under the power herein granted, Bank may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the Obligations as a credit to the purchase price.

2.04 Borrower as Tenant Holding Over. In the event of any such foreclosure sale or sale under the powers herein granted, Borrower (if Borrower shall remain in possession) and all Persons holding under Borrower shall be deemed tenants holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

2.05 Waiver of Appraisalment, Valuation, Etc. Borrower agrees, to the full extent permitted by law, that in case of a default on the part of Borrower hereunder, neither Borrower nor anyone claiming through or under Borrower will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Borrower, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets subject to the security interest of this Mortgage marshaled upon any foreclosure or sale under the power herein granted.

2.06 Waiver of Homestead. Borrower hereby waives and renounces all homestead and exemption rights provided for by the Constitution and the laws of the United States and of any state, in and to the Mortgaged Property as against the collection of the Obligations, or any part thereof.

2.07 Leases. Bank, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Borrower, a defense to any proceeding instituted by Bank to collect the sums secured hereby.

### ARTICLE III

3.01 Successors and Assigns. This Mortgage shall be binding upon Borrower, its heirs, successors and assigns and subsequent owners of the Mortgaged Property, or any part thereof, and shall inure to the benefit of the Bank and its successors and assigns and any holder of the Obligations.

3.02 Applicable Law. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Alabama.

3.03 Notices. All notices provided for herein shall be given and deemed received when given and received in accordance with the terms of the Credit Agreement.

3.04 Assignment. This Mortgage is assignable by Bank and any assignment of this Mortgage by Bank shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Bank.

3.05 Future Advances. Upon request of Borrower, Bank, at Bank's option so long as this Mortgage secures indebtedness held by Bank, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured hereby if made under the terms of this Mortgage, the Credit Agreement or any other Loan Document, or if made pursuant to any other promissory note, instrument or agreement stating that sums advanced thereunder are secured hereby.

\* \* \* \* \*



IN WITNESS WHEREOF, this Mortgage has been executed and delivered as of the date first above written.

DOUBLE OAK WATER RECLAMATION, LLC,  
an Alabama limited liability company

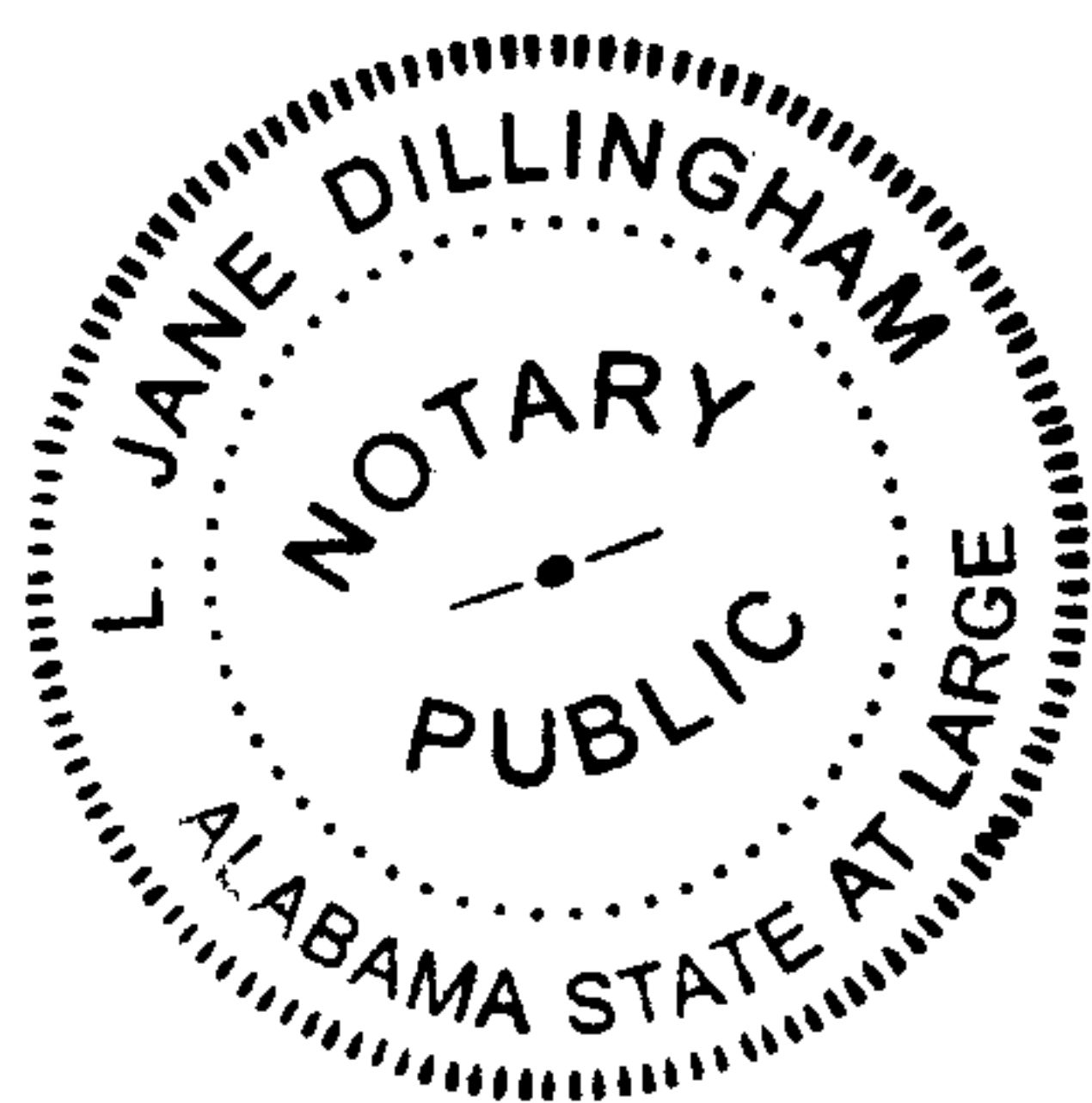
By: SOUTH EDGE, INC.,  
an Alabama corporation,  
its Manager

By: Michael D. Fuller  
Michael D. Fuller, its President

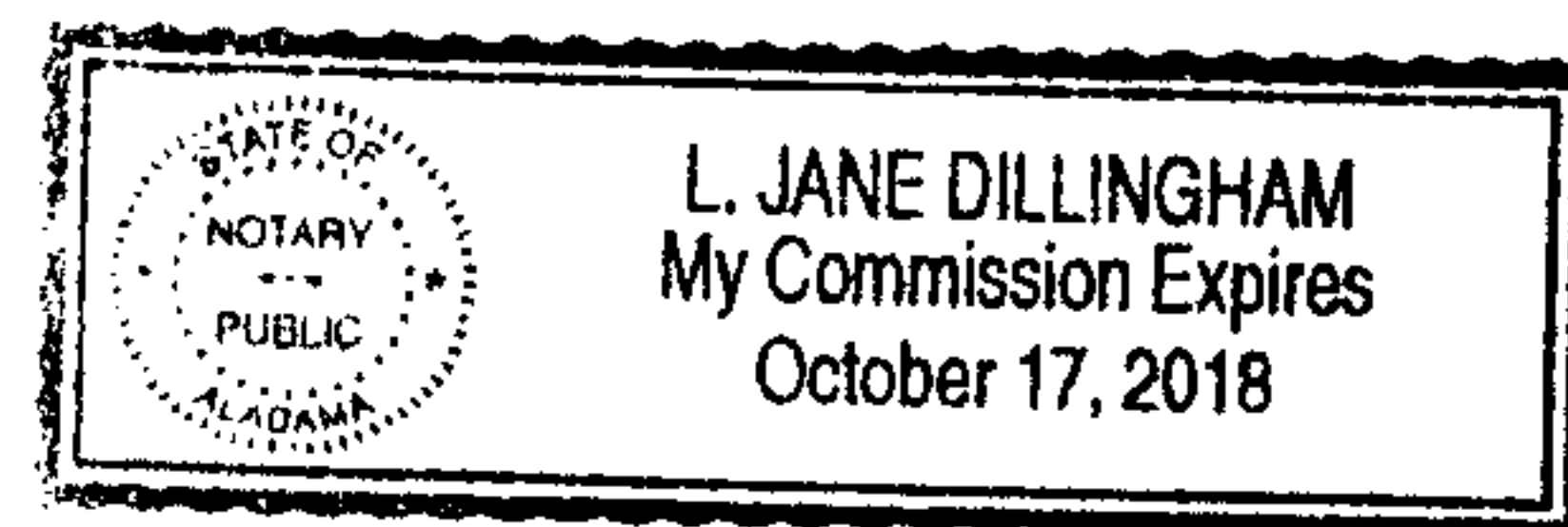
STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michael D. Fuller, whose name as President of South Edge, Inc., an Alabama corporation, in its capacity as the Manager of Double Oak Water Reclamation, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation in its capacity as aforesaid.

Given under my hand and official seal, this the 18 day of February, 2015.



L. Jane Dillingham [SEAL]  
Notary Public  
My Commission Expires: \_\_\_\_\_



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Shelby Cnty Judge of Probate, AL  
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**EXHIBIT A**  
**DESCRIPTION OF LAND**

**PARCEL 1 (HOLDING POND)**

**TRACT A:**

A parcel of land situated in the S  $\frac{1}{2}$  of Section 20, Township 19 South, Range 1 West, being more particularly described as follows:

Begin at the SE corner of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 20: thence run in a Northerly direction along the east line of said NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  a distance of 100.01 feet to a point; thence run in Westerly direction parallel to the south line of said NE  $\frac{1}{4}$  of the (SW  $\frac{1}{4}$ ) on a bearing of South 88 deg. 59 min. 19 sec. West, a distance of 1709.14 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of North 59 deg. 40 min. 43 sec. East, a distance of 1723.36 feet to a point; thence turn an angle to the right and run in a Southeasterly direction on a bearing of South 67 deg. 14 min. 58 sec. East, a distance of 943.74 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of North 62 deg. 21 min. 16 sec. East, a distance of 303.13 feet to a point; thence turn an angle to the right and run in a Southeasterly direction on a bearing of South 86 deg. 29 min. 43 sec. East, a distance of 511.53 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of North 56 deg. 11 min. 26. East, a distance of 270.23 feet to a point; thence turn an angle to the right and run in a Southeasterly direction on a bearing of South 40 deg. 17 min. 32 sec. East, a distance of 255.94 feet to a point; thence turn an angle to the right and run in a Southwesterly direction on a bearing of South 55 deg. 57 min. 48 sec. West, a distance of 390.61 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of South 36 deg. 32 min. 04 sec. West, a distance of 282.19 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of North 82. deg. 04 min. 23 sec. West, a distance of 433.21 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of South 34 deg. 04 min. 52 sec. West, a distance of 366.81 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of South 14 deg. 07 min. 32 sec. West, a distance of 211.93 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of North 65 deg. 33 min. 23 sec. West, a distance of 212.58 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of South 47 deg. 13 min. 37 sec. West, a distance of 468.26 feet to a point; thence turn an angle to the right and run in a Northerly direction on a bearing of North 00 deg. 17 min. 11 sec. West, a distance of 587.33 feet to a point; thence turn an angle to the left and run in a Westerly direction on a bearing of North 88 deg. 59 min. 19 sec. West, a distance of 50.00 feet to a point; thence turn an angle to the left and run in a Southerly direction on a line that is 50.00 feet East of and parallel to the west line of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 20 on a bearing of South 00 deg. 17 min. 11 sec. East, a distance of 1430.65 feet to a point on the south line of said Section 20; thence turn an angle to the right and run in a Westerly direction along said south line on a bearing of South 88 deg. 42 min. 32 sec. West, a distance of 50.01 feet to a point, being the SW corner of said SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ ; thence turn an angle to the right and run in a Northerly direction along the west line of said SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  on a bearing of North 00 deg. 17 min. 11 sec. West, a distance of 1330.88 feet to the point of beginning; being situated in Shelby County, Alabama.



**TRACT B:**

A parcel of land situated in the S  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Section 20, Township 19 South, Range 1 West, being more particularly described as follows:

Commence at the SW corner of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 20: thence run in an Easterly direction along the South line of said Section South 88 deg. 42 min. 32 sec. East, a distance of 1125.24 feet to the point of beginning of the parcel herein described; thence turn an angle to the left and run in a Northwesterly direction on a bearing of North 38 deg. 29 min. 36 sec. West, a distance of 654.01 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of North 51 deg. 30 min. 24 sec. East, a distance of 93.97 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of North 68 deg. 09 min. 46 sec. East, a distance of 301.28 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of North 19 deg. 58 min. 23 sec. East, a distance of 300.00 feet to a point; thence turn an angle to the right and run in a Southeasterly direction on a bearing of South 63 deg. 38 min. 51 sec. East, a distance of 300.00 feet to a point; thence turn an angle to the right and run in a Southeasterly direction on a bearing of South 15 deg. 26 min. 02 sec. East, a distance of 182.97 feet to a point; thence turn an angle to the left and run in a Southeasterly direction on a bearing of South 54 deg. 46 min. 57 sec. East, a distance of 300.00 feet to a point said point being on the westerly right of way of Old Highway No. 280; thence turn an angle to the right and run along said right of way in a Southwesterly direction on a bearing of South 28 deg. 22 min. 12 sec. West, a distance of 541.99 feet to a point, said point being on the south line of said Section 20; thence turn an angle to the right and run in a Westerly direction along said Section line on a bearing of South 88 deg. 42 min. 32 sec. West, a distance of 357.70 feet to the point of beginning; being situated in Shelby County, Alabama.

**PARCEL 2 (AUGMENTATION POND)**

A parcel of land situated in the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , and the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 20, Township 19 South, Range 1 West, being more particularly described as follows:

Commence at the SW corner of said SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$ , thence run in an Easterly direction along the south line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section on a bearing of North 89°16'06" East, a distance of 30.00 feet to a point, said point being the POINT OF BEGINNING of parcel herein described; thence turn an angle to the left and run in a Northerly direction on a bearing of North 00°16'28" West, a distance of 339.13 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of North 72°56'54" East, a distance of 650.10 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of North 58°45'14" East, a distance of 443.83 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of North 41°12'26" East, a distance of 96.63 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of North 48°30'28" East, a distance of 435.59 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of North 67°52'15" East, a distance of 160.10 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of North 43°48'37" East, a distance of 134.85 feet to a point; thence turn an angle to the right and run in a Southeasterly direction on a bearing of South 08°12'17" East, a distance of 97.89 feet to a point; thence turn an angle to the right and run in a Southwesterly direction on a bearing of South 27°36'49" West, a distance of 58.90 feet to a point; thence turn an angle to the left and run in a Southeasterly



direction on a bearing of South 06°57'28" East, a distance of 369.08 feet to a point; thence turn an angle to the right and run in a Southwesterly direction on a bearing of South 14°07'31" West, a distance of 455.62 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of North 85°54'49" West, a distance of 323.17 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of South 66°30'58" West, a distance of 1338.77 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of North 00°16'28" West, a distance of 188.86 feet the POINT OF BEGINNING.

### **PARCEL 3 (PLANT SITE - ACREAGE)**

Part of the SW ¼ of the NE ¼ of Section 29, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at the NE corner of the SW ¼ of the NE ¼ of Section 29, Township 19 South, Range 1 West, and run West along said 1/4 - 1/4 Section line, a distance of 411 feet to the west right of way line of the Florida Short Route Highway for a point of beginning. From said point of beginning, continue West along the said 1/4 - 1/4 Section line, a distance of 909 feet to northwest corner of the SW ¼ of the NE ¼; thence run South a distance of 1320 feet to southwest corner of the SW ¼ of the NE ¼; thence run East, a distance of 70 feet; thence along a made line and along the top or crest of the mountain in a Northeasterly direction a distance of 1600 feet to the southwest boundary of the Florida Short Route Highway right of way; thence Northwesterly along the southwest boundary of said Florida Short Route right of way, a distance of 600 feet to the point of beginning, being situated in Shelby County, Alabama.

***LESS AND EXCEPT THE FOLLOWING:*** Part of the SW ¼ of the NE ¼ of Section 29, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the NW corner of the SW ¼ of the NE ¼ of Section 29, Township 19 South, Range 1 West, and in a Southerly direction along the west line of said 1/4 - 1/4, run a distance of 476.57 feet; thence turn an angle of 101 deg. 50 ½ min. to the left, a distance of 656.97 feet; thence turn an angle of 13 deg. 38 min. to the left, a distance of 102.72 feet to the point of beginning; thence turn an angle of 90 deg. to the right, a distance of 210.0 feet; thence turn an angle of 90 deg. to the right, a distance of 210.0 feet; thence turn an angle of 90 deg. to the right, a distance of 210.0 feet to the point of beginning; being situated in Shelby County, Alabama.

### **PARCEL 4 (PLANT SITE - OLD HOMESTEAD)**

Part of the SW ¼ of the NE ¼ of Section 29, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at the NW corner of the SW ¼ of the NE ¼ of Section 29, Township 19 South, Range 1 West, and in a Southerly direction along the west line of said 1/4 - 1/4, run a distance of 476.57 feet; thence turn an angle of 101 deg. 50 ½ min. to the left, a distance of 656.97 feet; thence turn an angle of 13 deg. 38 min. to the left, a distance of 102.72 feet to the point of beginning; thence turn an angle of 90 deg. to the right, a distance of 210.0 feet; thence turn an angle of 90 deg. to the right, a distance of 210.0 feet; thence turn an angle of 90 deg. to the right, a distance of 210.0 feet to the point of beginning; being situated in Shelby County, Alabama.



### **PARCEL 5 (CHELSEA STATION PUMP STATION)**

Part of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Southeast corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 31, run in a Northerly direction along the east line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section a distance of 298.99 feet, more or less, to a point of intersection with the southeast right-of-way line of Shelby County Highway #11; thence turn an angle to the left of  $123^{\circ}50'41''$  and run in a Southwesterly direction along the southeast right-of-way line of said Shelby County Highway #11, a distance of 809.03 feet to an existing iron rebar set by Weygand and being the point of beginning; thence continue in a Southwesterly direction along the last mentioned course and said right-of-way line, a distance of 110.0 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of  $89^{\circ}59'24''$  and run in a Southeasterly direction a distance of 187.83 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of  $90^{\circ}$  and run in a Northeasterly direction a distance of 110.0 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of  $90^{\circ}$  and run in a Northwesterly direction a distance of 187.85, more or less, to the point of beginning.

Being subject to an existing 20 foot Alabama Power Company easement along the Northwest line of said property.

### **PARCEL 6 (SCENIC PRESERVE)**

A parcel of land situated in the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 20, Township 19 South, Range 1 West, being more particularly described as follows:

Commence at the Northwest corner of said Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 20; thence run in an Easterly direction on a bearing of North  $89^{\circ}$  32 min. 53 sec. East, a distance of 784.92 feet to the POINT OF BEGINNING of the parcel herein described, said point also being on the easterly right-of-way of Old Hwy. 280; thence continue along said north line in the same direction as last described course on a bearing of North  $89^{\circ}$  32 min. 53 sec. East, a distance of 191.23 feet to a point, said point being on the westerly right-of way of new U.S. Hwy. 280; thence turn an angle to the right and run in a Southeasterly direction along said right-of-way on a bearing of South  $31^{\circ}$  35 min. 26 sec. East, a distance of 674.84 feet to a point, said point being on the east line of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 20; thence turn an angle to the right and run in a Southerly direction along said east line on a bearing of South  $00^{\circ}$  17 min. 33 sec. East, a distance of 424.39 feet to a point, said point being on the northeasterly right-of-way of Old Hwy. 280, said point also being on a curve to the left; thence turn an angle to the right and run along said right-of-way and along the arc of said curve, having a radius of 995.10 feet, a central angle of  $03^{\circ}$  01 min. 21 sec., an arc length of 52.49 feet, and a chord bearing of North  $66^{\circ}$  28 min. 08 sec. West to a point; thence continue tangent to last described curve in a Northwesterly direction and along said right-of-way on a bearing of North  $67^{\circ}$  58 min. 48 sec. West, a distance of 102.50 feet to a point, said point being on a curve to the right; thence continue along said right-of-way and along the arc of said curve, having a radius of 319.26 feet, a central angle of  $74^{\circ}$  01 min. 00 sec., an arc length of 412.43 feet, and a chord bearing of North  $30^{\circ}$  58 min. 18 sec. West to a point; thence continue tangent to last described curve and along said right-of-way in a Northeasterly direction on a bearing of North  $06^{\circ}$  02 min. 12 sec. East, a distance of 66.50 feet to a point, said point being the beginning of a



curve to the left; thence continue along said right-of-way and along the arc of said curve, having a radius of 614.98 feet, a central angle of 47 deg. 22 min. 00 sec., an arc length of 508.41 feet and a chord bearing of North 17 deg. 38 min. 48 sec. West; thence continue tangent to last described curve and along said right-of-way in a Northwesterly direction on a bearing of North 41 deg. 19 min. 48 sec. West, a distance of 95.68 feet to the POINT OF BEGINNING.

**PARCEL 7 (EASEMENT RIGHTS / ACCESS TO PUMP STATIONS)**

All easements, permits, licenses and all other right, title and interest in and relating to the operation of the Double Oak Water Reclamation sewer system located in Shelby County, Alabama, whether now existing or hereafter acquired, including but not limited to the pump stations as set forth on that certain unrecorded Double Oak Water Reclamation System Map as prepared by Hatch Mott MacDonald and as further defined in the Credit Agreement.

