


# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Liz Gibbons</b>
B. E-MAIL CONTACT AT FILER (optional) <b>lgibbons@gibbonsgraham.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Liz Gibbons Gibbons Graham LLC 100 Corporate Parkway, Suite 125 Birmingham, Alabama 35242</b>

  
20150219000053060 1/11 \$49.00  
Shelby Cnty Judge of Probate, AL  
02/19/2015 01:29:25 PM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>Double Oak Water Reclamation, LLC</b>				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS <b>850 Shades Creek Parkway</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35209</b>	COUNTRY <b>USA</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>Synovus Bank</b>				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS <b>800 Shades Creek Parkway</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35209</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

See Schedule A attached hereto for description of collateral.

This financing statement is filed as additional security in connection with a Mortgage and Security Agreement being recorded simultaneously herewith, on which the appropriate mortgage tax has been paid.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: <b>Filed in Shelby County, Alabama (FR01-01114)</b>	

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

**Double Oak Water Reclamation, LLC**

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX



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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

**See Exhibit A attached hereto for description of real estate.**

17. MISCELLANEOUS:

## **SCHEDULE "A"**

### **(DESCRIPTION OF COLLATERAL)**

Collateral" means the following assets of Borrower, wherever located, whether now owned or hereafter acquired (excluding any Excluded Collateral and interests in any Bank Swap Documents): (A) all amounts that may be owing from time to time by Bank to Borrower in any capacity, including, without limitation, any balance or share belonging to Borrower, of any Deposit Accounts or other account with Bank; (B) all of Borrower's assets listed below: Accounts; Chattel Paper; Commercial Tort Claims; Deposit Accounts; Documents; Equipment; General Intangibles; Goods; Instruments; Intellectual Property Rights; Inventory; Investment Property; Letter-of-Credit Rights; Payment Intangibles; Software; Supporting Obligations; rights as seller of Goods and rights to returned or repossessed Goods; all existing and future leases and use agreements of personal property entered into by Borrower as lessor with other Persons as lessees, including without limitation the right to receive and collect all rentals and other monies, including security deposits, at any time payable under such leases and agreements; any existing and future leases and use agreements of personal property entered into by Borrower as lessee with other Persons as lessors, including without limitation the leasehold interest of Borrower in such property, and all options to purchase such property or to extend any such lease or agreement; Fixtures; all moneys of Borrower and all bank accounts, deposit accounts, lock boxes and other accounts in which such moneys may at any time be on deposit or held and all investments or securities in which such moneys may at any time be invested and all certificates, instruments and documents from time to time representing or evidencing any of the same; and all claims of Borrower in any pending litigation and/or claims for any insurance proceeds; (C) the Mortgaged Property; (D) all right title and interest of Borrower in the Sewer System, including the Sewer System Agreements, the Customer Agreement and any other Assigned Agreements, the Sewer System Monies, and the Sewer System Easements and Rights of Way; (E) the Reserve Account established by Borrower with Bank, and any cash, options, instruments, shares or securities, dividends, distributions, rights or other property at any time and from time to time receivable or otherwise distributable in respect of, in exchange for, or in substitution of, any of the foregoing, together with the proceeds thereof; (F) all Records pertaining to any of the Collateral; (G) all other assets of Borrower not listed above, including assets which are or may be subject to Article 9 of the Uniform Commercial Code; and (H) all interest, dividends, Proceeds, products, royalties, issues and profits of any of the property described above, including, without limitation, all monies due and to become due with respect to such property, together with all right to receive the same, and all notes, certificates of deposit, checks and other instruments and property from time to time delivered to or otherwise possessed by Bank for or on behalf of Borrower in substitution for or in addition to any of said property.

As used in this Schedule "A", "Borrower" shall mean the Debtor, "Bank" shall mean the Secured Party, and all other capitalized words and phrases shall, except as otherwise defined below, have the meaning as set forth in that certain Credit Agreement between Debtor and Secured Party (and in the case of any conflict between the meanings set forth below and the meanings set forth in the Credit Agreement, the broader meaning shall apply), and as used herein:

"Accounts", "Equipment", "Goods", and other terms not specifically defined herein shall have the same respective meanings as are given to those terms in the Uniform Commercial Code

as presently adopted and in effect in the State of Alabama (except in cases and with respect to Collateral when the perfection, the effect of perfection or nonperfection, and the priority of a Lien in the Collateral is governed by another Jurisdiction, in which case such capitalized words and phrases shall have the meanings attributed to those terms under such other Jurisdiction).

"Assigned Agreements" means the Sewer System Agreements, the Customer Agreements, and any other agreement with or for the benefit of Borrower and constituting part of the Collateral.

"Customer Agreements" means any agreement of any Person with or for the benefit of Borrower and relating to the providing of sewer services by Borrower to such Person.

"Excluded Collateral" means (i) assets of Borrower to the extent the assignment thereof is restricted by a contract or applicable Law and would not otherwise be permitted by Section 9-408 of the UCC, (ii) any Government Approval, easement, insurance policy, or agreement which by its terms or by operation of Law would become void, voidable, terminable or revocable or in respect of which Borrower would be deemed to be in breach or default thereunder if any Government Approval, easement, policy or agreement or Borrower's interest thereunder were pledged or assigned hereunder or if a security interest therein were granted hereunder, but only to the extent necessary to avoid such voidness, voidability, terminability, revocability, breach or default, and (iii) property that is subject to a purchase money Lien or a Lien securing a Capitalized Lease permitted under this Agreement, but only if the terms of the agreement creating such Lien or Capitalized Lease prohibits, or requires the consent of any Person other than Borrower or its Affiliates as a condition to the creation of any other Lien on such property and such provision has not been waived or consent to the Bank's Lien has not been obtained.

"Facilities Agreement" means that certain Agreement for Operations and Maintenance Services dated January 1, 2005 between Borrower and SWWC, as amended from time to time.

"Sewer System" means all the assets of Borrower of whatever kind or nature, tangible or intangible, whether now owed or hereafter acquired, and comprising all or any portion of the collection system, wastewater treatment plant and effluent disposal system located in Shelby County, Alabama, and which Sewer System is currently the subject of the Facilities Agreement.

"Sewer System Agreements" means any agreement of any Person with or for the benefit of Borrower and relating to the Sewer System.

"Sewer System Easements and Rights of Way" means any easement, right of way or other similar right pursuant to which Borrower has any right of access or use or similar right with respect to the operation of the Sewer System, including the grant or reservation of any easement and right of way, however it may arise and any agreements of or for the benefit of Borrower relating thereto.

"Sewer System Monies" means any and all impact fees, monthly user fees and other amounts of whatever kind or nature which are paid or payable to Borrower in connection with the Sewer System (including payments under any Sewer System Agreement and any Customer Agreement).

"SWWC" means SWWC Services, Inc., a Delaware corporation (formerly known as Novus Utilities, Inc.).

**SCHEDULE "A-1" TO UCC-1 FINANCING STATEMENT**  
**(DESCRIPTION OF MORTGAGED PROPERTY)**

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");

(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.

  
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**EXHIBIT "A"**  
**LEGAL 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  $89^{\circ} 32' 53''$  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  $89^{\circ} 32' 53''$  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  $31^{\circ} 35' 26''$  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  $00^{\circ} 17' 33''$  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  $03^{\circ} 01' 21''$ , an arc length of 52.49 feet, and a chord bearing of North  $66^{\circ} 28' 08''$  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  $67^{\circ} 58' 48''$  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  $74^{\circ} 01' 00''$ , an arc length of 412.43 feet, and a chord bearing of North  $30^{\circ} 58' 18''$  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  $06^{\circ} 02' 12''$  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.



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Shelby Cnty Judge of Probate, AL  
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