

PERMANENT EASEMENT DEED

20220408000146070 1/8 \$44.00
Shelby Cnty Judge of Probate, AL
04/08/2022 01:07:35 PM FILED/CERT

Shelby County Water Easement

**STATE OF ALABAMA)
SHELBY COUNTY)**

PID 08 9 29 0 004 004.000

Edwin B. Lumpkin Jr.

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of **Ten Dollars (\$10.00)** cash in hand paid by Shelby County, the receipt whereof is hereby acknowledged, we, the undersigned (Grantors), do hereby grant, bargain, and convey unto the Shelby County (Grantee), its agents, successors, and assigns a permanent easement and right of ingress and egress to and from, also over and across a strip of land for the purpose of constructing, operating, maintaining and repairing water mains, pipes, water meters, with appurtenances and the right to install and maintain other utilities at the sole discretion of the Grantee. Said strip of land being located within the property of the undersigned Grantors as described in **Deed Book** SEE ATTACHED **Page** _____, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

WATER LINE EASEMENT

A 20 foot access easement being 10 feet in equal width on each side of the following described line: Commence at the Northeast corner of the Southwest one-fourth of the Northwest one-fourth of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama; thence proceed South 38° 03' 40" West for a distance of 2648.87 feet to a point on the Westerly right-of-way of U. S. 280 Highway, thence proceed South 53° 01' 09" East along the centerline of said easement for a distance of 243.87 feet; thence proceed South 57° 54' 45" East along the centerline of said easement for a distance of 146.33 feet; thence proceed South 40° 15' 43" East along the centerline of said easement for a distance of 377.97 feet; thence proceed South 14° 29' 09" East along the centerline of said easement for a distance of 136.58 feet; thence proceed North 86° 13' 23" East along the centerline of said easement for a distance of 376.69 feet to the Point of Beginning of said water line easement; Thence proceed North 87° 17' 18" East along the centerline of said easement for a distance of 260.02 feet; thence proceed South 86° 29' 03" East along the centerline of said easement for a distance of 130.91 feet; thence proceed South 88° 58' 52" East for a distance of 69.57 feet; thence proceed North 88° 53' 23" East for distance of 92.73 feet; thence proceed South 83° 58' 05" East for a distance of 175.51 feet to the termination of said easement.



INGRESS/EGRESS EASEMENT

A 20 foot access easement being 10 feet in equal width on each side of the following described line: Commence at the Northeast corner of the Southwest one-fourth of the Northwest one-fourth of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama; thence proceed South 38° 03' 40" West for a distance of 2648.87 feet to a point on the Westerly right-of-way of U. S. 280 Highway, said point being the point of beginning of said 20 foot access easement. From this beginning point proceed South 53° 01' 09" East along the centerline of said easement for a distance of 243.87 feet; thence proceed South 57° 54' 45" East along the centerline of said easement for a distance of 146.33 feet; thence proceed South 40° 15' 43" East along the centerline of said easement for a distance of 377.97 feet; thence proceed South 14° 29' 09" East along the centerline of said easement for a distance of 136.58 feet; thence proceed North 86° 13' 23" East along the centerline of said easement for a distance of 376.69 feet; M to the termination of said 20 foot access easement.

The Grantee shall have the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right to cut and keep clear all trees, undergrowth and other obstructions from said strip and on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip.

The Grantee shall have free access, ingress and egress to and from said land over and across adjacent lands of Grantor(s) for the purposes herein mentioned, and the Grantor(s) shall erect no structures on the portion of the land above described within the width of said easement, or do any act or thing which would in any way interfere with, damage, place at risk or pose future risk or possible risk to the mains, pipes, or appurtenances installed or to be installed within the width of said easement or interfere with the right of the Grantee to enter upon said land at any time for the purposes heretofore expressed and to have immediate access to all mains, pipes, and appurtenances.

The Grantee shall also have the right to temporarily place dirt and materials on adjacent lands of the Grantor(s) for the purposes heretofore expressed. Any and all disturbed areas within said easement will be put back to match adjacent natural ground and a suitable grass mixture for the season shall be applied.

Grantee agrees to leave the property substantially as found upon commencement of construction on said easement but is not required to improve said property beyond its original state and condition, subject to grassing and grading as described herein. Grantor(s) covenant that they have good and merchantable title to said property and good right to convey this easement.



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In consideration of the benefit of the property of the undersigned by reason of the construction of said improvement, the undersigned hereby release the Grantee, its agents, successors, and assigns, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said premises and repair of said water line and the undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 8th day of April, 2022.

By: Edwin B Lumpkin Jr.

By: Edwin B Lumpkin Jr.
Authorized Representative

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Edwin B Lumpkin Jr. whose name is signed to the foregoing certificate as Owner, and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, do execute the same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the 8 day of April, 2022

Treva M. Moore
Notary Public for the State of Alabama
My commission expires April 17, 2024

TREVA M. MOORE
Notary Public, Alabama State At Large
My Commission Expires APRIL 17, 2024

This Instrument Prepared by:
Harvey M. Templeton, III
Attorney at Law
P. O. Box 192
Cleveland, TN 37364-0192

Forward Tax Notices to:
Edwin B. Lumpkin
100 Metro Parkway
Pelham, AL 35124

Tract No. Westover Saw Mill
Shelby County, Alabama

Tax I.D.: 089 290 000 004.00
089 300 000 002.00
089 310 000 001.00

WARRANTY DEED

This Indenture made and entered into this 7th day of January, 2009, by
and between **BOWATER ALABAMA LLC** (successor by name change and conversion from
Bowater Alabama Inc., formerly Alliance Forest Products U.S. Corp., formerly U.S. Alliance
Coosa Pines Corporation), an Alabama limited liability company, hereinafter called Grantor, and
EDWIN B. LUMPKIN, hereinafter called Grantee.

WITNESSETH: That for and in consideration of One Dollar (\$1.00), cash in hand paid
and other good and valuable considerations, the receipt and sufficiency of which are hereby
acknowledged, the Grantor has this day bargained and sold and does by these presents grant,
bargain, sell, and convey unto Grantee, his heirs, representatives and assigns, forever the
following described tracts of land, together with all improvements thereon, located in Shelby
County, State of Alabama, to wit:

STATE OF ALABAMA
SHELBY COUNTY

Commence at a 1" iron pipe in place accepted as the Northeast corner of
the Southwest one-fourth of the Southwest one-fourth of Section 29, Township 19
South, Range 1 East, Shelby County, Alabama, said point being the point of
beginning. From this beginning point proceed South 00° 19' 07" West along the
East boundary of said quarter-quarter section for a distance of 62.72 feet (set ½"
rebar) to a point on the Northerly boundary of the Seaboard Coast Line Railroad
right-of-way; thence proceed South 85° 59' 20" West along the Northerly
boundary of said railroad right-of-way for a distance of 1133.15 feet to the P C. of

Shelby County, AL 02/04/2010

State of Alabama

Deed Tax : \$2650.00



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a concave curve left having a tangent of 567.32 and a delta angle of $31^{\circ} 25' 31''$; thence proceed Southwesterly along the curvature of said curve and along the Northerly boundary of said railroad right-of-way for a chord bearing and distance of South $70^{\circ} 16' 41''$ West, 1092.24 feet to the P. T. of said curve; thence proceed South $54^{\circ} 33' 55''$ West along the Northerly boundary of said railroad right-of-way for a distance of 3949.72 feet to the West boundary of the Southeast one-fourth of the Northwest one-fourth of Section 31; thence proceed North $00^{\circ} 05' 48''$ East along the West boundary of the Southeast one-fourth of the Northwest one-fourth and the West boundary of the Northeast one-fourth of the Northwest one-fourth of Section 31 and the West boundary of the Southeast one-fourth of the Southwest one-fourth and the West boundary of the Northeast one-fourth of the Southwest one-fourth of Section 30 to its point of intersection with the Southerly right-of-way of U. S. Highway 280, said point being on the curvature of a concave right having a delta angle of $05^{\circ} 20' 30''$ and a tangent of 1069.19 feet; thence proceed Southeasterly along the curvature of said curve and along the Southerly right-of-way of said U. S. Highway 280 for a chord bearing and distance of South $82^{\circ} 37' 18''$ East, 793.89 feet to the P. T. STA 670 + 47.20; thence proceed South $81^{\circ} 37' 22''$ East along the Southerly right-of-way of said highway for a distance of 2217.38 feet (set $\frac{1}{2}''$ rebar) to P. C. STA 692 + 64.58 of a concave curve left having a tangent of 1324.87 and a delta angle of $13^{\circ} 11' 25''$; thence proceed Easterly along the Southerly right-of-way of said highway and along the curvature of said curve for a chord bearing and distance of South $83^{\circ} 01' 25''$ East, 567.70 feet to a corner in place; thence proceed South $58^{\circ} 14' 15''$ East along a flareback of said highway for a distance of 156.21 feet to a corner in place; thence proceed South $51^{\circ} 24' 34''$ East along a flareback of said highway for a distance of 310.34 feet (set $\frac{1}{2}''$ rebar); thence proceed North $39^{\circ} 30' 03''$ East for a distance of 100.0 feet (set $\frac{1}{2}''$ rebar); thence proceed North $47^{\circ} 10' 18''$ West along a flareback of said highway for a distance of 172.29 feet to a corner in place; thence proceed North $15^{\circ} 56' 13''$ East along a flareback of said highway for a distance of 56.35 feet to a corner in place being a point on the Southerly right-of-way of said highway and being on the curvature of the aforementioned concave curve left; thence proceed Easterly along the Southerly right-of-way of said highway and along the curvature of said curve for a chord bearing and distance of South $87^{\circ} 59' 10''$ East, 784.47 feet (set $\frac{1}{2}''$ rebar) to a point on a fence being the accepted East boundary of the West one-half of the Northwest one-fourth of the Southwest one-fourth of Section 29; thence proceed South $03^{\circ} 41' 51''$ East along a fence and along a white painted line being the accepted East boundary of the West one-half of the Northwest one-fourth of the Southwest one-fourth for a distance of 584.97 feet (set $\frac{1}{2}''$ rebar) to a point on the North boundary of the Southwest one-fourth of the Southwest one-fourth of said Section 29; thence proceed South $89^{\circ} 23' 33''$ East along a fence and along a white painted line and along the North boundary of the Southwest one-fourth of the Southwest one-fourth of said Section 29 for a distance of 676.08 feet to the point of beginning.



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The above described land is located in the Northwest one-fourth of the Southwest one-fourth and the Southwest one-fourth of the Southwest one-fourth of Section 29; the Northeast one-fourth of the Northwest one-fourth, the Southeast one-fourth of the Northwest one-fourth and the Northwest one-fourth of the Northeast one-fourth of Section 31; the Southeast one-fourth of the Southwest one-fourth, the Southwest one-fourth of the Southeast one-fourth, the Southeast one-fourth of the Southeast one-fourth, the Northeast one-fourth of the Southeast one-fourth, the Northwest one-fourth of the Southeast one-fourth and the Northeast of the Southwest one-fourth of Section 30, Township 19 South, Range 1 East, Shelby County, Alabama, and contains 218.80 acres.

According to a survey by R. Edward Gilliland, Alabama License No. 15919, Ray and Gilliland, P. C., Alabama Board Cert. No. CA-0114-LS, dated January 27, 2000.

Being part of the property conveyed by Kimberly Clark Corporation and Kimberly Clark Corporation World Wide, Inc. to Alliance Coosa Pines Corporation by deed dated March 27, 1997 and recorded as Inst. # 1997-09551 and Inst. # 1997-09552 respectively in the office of the Judge of Probate for Shelby County, Alabama.

The tracts conveyed hereby are being sold by the tract or boundary and not by the acre.

The property conveyed by this Warranty Deed is being sold "AS IS WHERE IS" without any warranties of condition or suitability for any purpose whatsoever. Grantee's agreement to this provision is evidenced by acceptance of tender and delivering of this Warranty Deed by Grantee.

The property will be sold SUBJECT TO all existing easements and rights of way for public or private roads and highways, public or private utilities, railroads, pipelines, cemeteries and riparian rights, if any, extending into, through, over, or across the above described property. SUBJECT ALSO TO any reservations of coal, oil, gas, stone and minerals or mining rights, as applicable, reserved in prior deeds. SUBJECT FURTHER TO any covenants, restrictions or zoning, which may be applicable to the property. Subject to all matters shown on the above referenced survey or which would be revealed by an inspection of the property.

TO HAVE AND TO HOLD the property, conveyed hereby in fee simple, together with all and singular the hereditaments and appurtenances thereunto belonging unto Grantee, his heirs, representatives and assigns, forever.



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AND the Grantor hereby covenants that it is lawfully seized and possessed of the property, conveyed hereby in fee simple, that the same is clear and unencumbered, except as aforesaid, and that it has a good and lawful right to sell and convey the same. The said Grantor further covenants and binds itself, its successors and assigns to warrant and defend, all and singular, the title to the above described property unto Grantee, his heirs, representatives and assigns forever against the lawful claims and demands of all persons whomsoever.

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IN WITNESS WHEREOF, BOWATER INCORPORATED has caused this conveyance to be signed in its corporate name by its duly authorized officers on the day and year mentioned above.

BOWATER ALABAMA LLC,
an Alabama limited liability company,
formerly known as Bowater Alabama Inc.,
formerly known as Alliance Forest Products U.S. Corp.
formerly known as U.S. Alliance Coosa Pines Corporation

BY: BOWATER NEWSPRINT SOUTH LLC,
a Delaware limited liability company
Its Sole Member

BY: W. G. Harvey
Name: William G. Harvey
Its: Manager

COUNTRY OF CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

I, the undersigned, a Commissioner of Oaths in and for said country, province and district, hereby certify that William G. Harvey, whose name as Manager of Bowater Newsprint South LLC, a Delaware limited liability company, as Sole Member of Bowater Alabama LLC, an Alabama 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, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said Bowater Newsprint South LLC, acting in its capacity as the Sole Member of said Bowater Alabama LLC as aforesaid.

Given under my hand and seal this 17 day of January, 2009.

(SEAL)

Commissioner of Oaths
Districts of Longueuil and Montréal
142 518

Danielle Levesque
Commissioner of Oaths
My Commission expires: April 9, 2010



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