



*First American Title™*

# ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Schedule A

**2938-20**

**Transaction Identification Data for reference only:**

Issuing Agent: **ASHVILLE LAND & TITLE**

Issuing Office: **Sixth Avenue Court Street West,  
PO Box 370, Ashville, AL 35953**

Issuing Office's ALTA® Registry ID:

Loan ID No.:

Commitment No.:

Issuing Office File No.: **2938-20**

Property Address: **11 tracts off Shoal Creek Rd., Ashville, AL  
35953**

Revision No.: **1**

### SCHEDULE A

1. Commitment Date: **February 24, 2020 at 8:00 am**
2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy
 

Proposed Insured:

Proposed Policy Amount: **\$1,000,000.00**
  - (b)
 

Proposed Insured:

Proposed Policy Amount: **\$**
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:
 

**Earl Lathem and Sylvia E. Lathem**
5. The Land is described as follows:
 

**See continuation of Schedule A**

### **FIRST AMERICAN TITLE INSURANCE COMPANY**

ASHVILLE LAND & TITLE

By: *Charles E Reinhardt*  
**Authorized Signatory**

Alabama Department of Insurance License No. *exempt*

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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First American Title™

## ALTA Commitment for Title Insurance

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## Schedule BI & BII

2938-20

Commitment No. 2938-20

### SCHEDULE B, PART I

#### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. **Deed from Earl Lathem and wife, Sylvia E. Lathem to any purchaser conveying the subject property set forth under Schedule A.**  
**Note: the above required deed must contain the following recital:**  
**Sylvia E. Lathem and Sylvia Lathem is one and the same person.**
5. Payment of all taxes, assessments and charges levied against subject premises, which are due and payable.
6. **Satisfactory proof that all municipal improvement assessments, homeowners association dues, fire district dues, and sanitary sewer service charges have been paid to date, if any.**


**NOTE: Sellers will retain any and all mineral and mining rights interest they currently own in subject property. First American Title Insurance Company and The Robinson Law Firm, P.C./Ashville Land & Title afford no insurance coverage concerning said minerals as same is excepted in Schedule B.**

**NOTE: A bankruptcy search has not been performed and no liability is assumed hereunder for matters relating to same.**

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
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<b>Schedule BI &amp; BII</b>	<b>2938-20</b>

Commitment No. **2938-20**

**SCHEDULE B, PART II**

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes and assessments for the year **2020** and subsequent years, not yet due and payable.
3. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings; whether or not shown by the records of such agency or by the Public Records.
4. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
5. Easements, liens or encumbrances, or claims thereof, not shown by the Public Record.
6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
7. Any lien, or right to a lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on or after Date of Policy, not shown by the Public Records.
8. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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**First American Title Insurance Company**

## Schedule BI & BII

**2938-20**

Commitment No. 2938-20

9. Real estate taxes and municipal charges as follows: Subject to taxes and assessments for the year **2020** and all subsequent years.  
  
**Parcel No. 11-06-24-0-000-004.001, 11-06-24-0-000-004.000, 11-06-24-0-000-004.003, 11-06-24-0-000-004.004, 11-06-24-0-000-004.005, 11-06-24-0-000-004.006, 11-06-14-0-000-007.000, 11-06-24-0-000-004.002, 11-06-13-0-000-007.001, 11-06-23-0-000-001.002, and 11-06-24-0-000-003.000**  
  
**2019 property taxes were paid in the amount of \$603.74, \$7.44, \$7.64, \$7.64, \$7.64, \$7.64, \$154.45, \$9.92, \$155.84, \$467.52, and \$161.87.**
10. Right of way granted St. Clair Co. as shown in Deed Book 88, Page 173.
11. Reservation of ingress and egress over and across existing road as set out in deed from Thyra A. Sumner, an unmarried woman, to Earl Lathem and Sylvia Lathem as recorded in Deed Book 2005, Page 504.
12. Subject to rights and reservations as set out in deed from Soterra LLC, a Delaware Limited Liability Company, to Earl Lathem and Sylvia Lathem as recorded in Deed Book 2006, Page 8372.
13. Subject to rights and reservations as set out in deed from Soterra LLC, a Delaware Limited Liability Company, to Earl Lathem and wife, Sylvia E. Lathem as recorded in Deed Book 2007, Page 18861.
14. Subject to Boundary Line Agreement between Earl Lathem and Sylvia E. Lathem and Robert G. Dole and Sandra Lou Dole as shown in Deed Book 2011, Page 3729.
15. Pole line permits granted Alabama Power Co. as shown in Deed Book 47, Page 104 and Deed Book 63, Page 253.
16. Easement granted Alabama Power Company for distribution facilities as shown in Deed Book 2011, Page 7220.
17. Oil, Gas, and Mineral Lease granted Dominion Black Warrior Basin, Inc. as shown in Deed Book 2006, Page 12011 and being corrected as shown in Deed Book 2007, Page 18661. Said lease has expired, but has not been released of record.
18. Less and except any portion of subject property lying within the right of way of Shoal Creek Road.

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## Schedule A

2938-20

### EXHIBIT "A"

#### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. CLAIR, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

The SW ¼ of NW ¼, part of the SE ¼ of NW ¼, part of the SW ¼ of NE ¼, part of the SE ¼ of NE ¼, part of the NE ¼ of SE ¼ and part of the NW ¼ of SE ¼ all in Section 24, Township 14 South, Range 4 East, St. Clair County, Alabama, and being more particularly described as follows: Commence at the northwest corner of said SW ¼ of NE ¼; thence N88°03'42"E, 1459.06 feet along the quarter mile line; thence S4°39'44"W, 314.81 feet to a point at a ditch; thence S2°25'12"W, 655.70 feet along a ditchline to the mouth of said ditch; thence S15°35'44"W, 367.85 feet to the northeast corner of said NW ¼ of SE ¼; thence S39°07'40"E, 124.55 feet; thence S6°20'04"E, 209.87 feet to an iron found on the northwesterly right of way of Shoal Creek Valley Road; thence S65°39'23"W, 109.22 feet along said right of way; thence S66°48'12"W, 409.38 feet along said right of way; thence N18°37'26"W, 348.68 feet; thence S77°53'09"W, 139.20 feet; thence S18°22'40"E, 370.02 feet to the northwesterly right of way of Shoal Creek Valley Road; thence S69°58'25"W, 90.46 feet along said right of way to the center of a branch; thence along centerline of said branch the following courses: thence N70°26'45"W, 110.22 feet; thence N14°09'45"W, 184.65 feet; thence N31°26'54"W, 213.52 feet; thence N29°58'13"W, 90.86 feet; thence N64°40'49"W, 193.80 feet to a point on the half mile line; thence S88°20'50"W, 130.08 feet; thence N1°39'21"W, 660.34 feet; thence S88°22'06"W, 1056.47 feet; thence S1°37'35"E, 660.62 feet to a point on the half mile line; thence S88°16'54"W, 1675.62 feet to the southwest corner of said SW ¼ of NW ¼; thence N0°27'00"E, 1302.43 feet along the west section line; thence N88°03'42"E, 2617.31 feet along the quarter mile line to the point of beginning. Containing 113.69 acres, more or less. SUBJECT TO 30 FOOT EASEMENT: A part of the SW ¼ of NE ¼ and a part of the NW ¼ of SE ¼ of Section 24, Township 14 South, Range 4 East, St. Clair County, Alabama, and being more particularly described as follows: Commence at the northeast corner of said NW ¼ of the SE ¼; thence S0°22'03"E, 350.24 feet to an iron found on the northwesterly right of way of Shoal Creek Valley Road; thence S66°48'12"W, 409.38 feet along said right of way; thence S69°06'09"W, 140.00 feet to the point of beginning; thence N18°22'40"W, 373.23 feet; thence N64°40'49"W, 479.23 feet; thence S88°20'50"W, 146.09 feet to the point of ending. Said easement being 30 foot left of and parallel to above described line. According to the survey of Frank S. Hollis, Ala. Reg. No. 9323, dated November 22, 1995. LESS AND EXCEPT: From the SW corner of the SE ¼ of NW ¼ of Section 24, Township 14 South, Range 4 East, run East along ¼ ¼ line 100 feet to the point of beginning of the property herein described; thence left 90° and run north 660 feet; thence right 90° and run East 264 feet; thence right 90° and run South 660 feet; thence right 90° and run West 264 feet to the point of beginning; being a part of the SE ¼ of the NW ¼ of Section 24, Township 14 South, Range 4 East, St. Clair County, Alabama, and containing 4 acres, more or less. Being the same property conveyed to Earl Lathem and wife, Sylvia Lathem, from Aubrey A. Duke and wife, Patricia A. Duke, dated December 1, 1995 and recorded in Deed Book 234, Page 269 and being corrected by Scrivener's Affidavit dated January 11, 2008 and recorded in Deed Book 2008, Page 585.

Also, From the SW corner of the SE ¼ of NW ¼ of Section 24, Township 14 South, Range 4 East, run East along ¼ ¼ line 100 feet to the point of beginning of the property herein described; thence left 90° and run north 660 feet; thence right 90° and run East 264 feet; thence right 90° and run South 660 feet; thence right 90° and run West 264 feet to the point of beginning; being a part of the SE ¼ of the NW ¼ of Section 24, Township 14 South, Range 4 East, St. Clair County, Alabama, and containing 4 acres, more or less. Being the same property conveyed to Earl Lathem and wife, Sylvia E. Lathem, from Gerald Thomas Duke, a married man, dated November 11, 1995 and recorded in Deed Book 234, Page 265.



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## Schedule A Cont

2938-20

Commitment No. 2938-20

Also, To reach the point of beginning of a tract or parcel of land, commence at the southwest corner of the Southeast Quarter of the Northwest Quarter, and thence run East along the South line of said quarter 364 feet to the point of beginning; from said point of beginning continue East along the South line of said quarter 264 feet; thence North 660 feet; thence West 264 feet; thence South 660 feet to the point of beginning; said tract embracing a portion of the Southeast Quarter of the Northwest Quarter (SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$ ) in Section Twenty-Four (24), Township Fourteen (14), Range Four (4) East, in Saint Clair County, Alabama, containing Four (4) acres, more or less, as recorded in Map Book Volume 138, Page 884, in the Probate Office of Saint Clair County, Alabama, being situated in Saint Clair County, Alabama. SUBJECT TO: Easements, right-of-way, covenants, restrictions, permits and building set back line(s) of record. Being the same property conveyed to Earl Lathem and wife, Sylvia Lathem, from Helen Ruth Harris (Robinson), an unmarried woman, dated May 6, 1996 and recorded in Deed Book 239, Page 72.

Also, To reach the point of beginning of a tract or parcel of land, commence at the southwest corner of the Southeast Quarter of the Northwest Quarter, and thence run East along the South line of said quarter 628 feet to the point of beginning; from said point of beginning continue East along the South line of said quarter 264 feet; thence North 660 feet; thence West 264 feet; thence South 660 feet to the point of beginning; said tract embracing a portion of the Southeast Quarter of the Northwest Quarter (SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$ ) in Section Twenty-Four (24), Township Fourteen (14), Range Four (4) East, in Saint Clair County, Alabama, containing Four (4) acres, more or less, as recorded in Map Book Volume 138, Page 856, in the Probate Office of Saint Clair County, Alabama, being situated in Saint Clair County, Alabama. SUBJECT TO: Easements, right-of-way, covenants, restrictions, permits and building set back line(s) of record. Being the same property conveyed to Earl Lathem and wife, Sylvia Lathem, from Gladys Joyce Jones, an unmarried woman, dated May 6, 1996 and recorded in Deed Book 239, Page 74.

Also, To reach the point of beginning of a tract or parcel of land, commence at the southwest corner of the Southeast Quarter of the Northwest Quarter, and thence run East along the South line of said quarter 892 feet to the point of beginning; from said point of beginning continue East along the South line of said quarter 264 feet; thence North 660 feet; thence West 264 feet; thence South 660 feet to the point of beginning; said tract embracing a portion of the Southeast Quarter of the Northwest Quarter (SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$ ) in Section Twenty-Four (24), Township Fourteen (14), Range Four (4) East, in Saint Clair County, Alabama, containing Four (4) acres, more or less, as recorded in Map Book Volume 140, Page 229, in the Probate Office of Saint Clair County, Alabama, being situated in Saint Clair County, Alabama. SUBJECT TO: Easements, right-of-way, covenants, restrictions, permits and building set back line(s) of record. Being the same property conveyed to Earl Lathem and wife, Sylvia Lathem, from David Jonathan Duke, a married man, dated May 3, 1996 and recorded in Deed Book 239, Page 76 and being corrected by Scrivener's Affidavit dated September 6, 1996 as recorded in Deed Book 243, Page 213.



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## ALTA Commitment for Title Insurance

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**First American Title Insurance Company**

## Schedule A Cont

2938-20

Commitment No. 2938-20

Also, To reach the point of beginning of a tract or parcel of land, commence at the southwest corner of the Southeast Quarter of the Northwest Quarter, and thence run East along the South line of said quarter 1156 feet to the point of beginning; from said point of beginning continue East along the South line of said quarter/extended 264 feet; thence North 660 feet; thence West 264 feet; thence South 660 feet to the point of beginning; said tract embracing a portion of the Southeast Quarter of the Northwest Quarter (SE ¼ of NW ¼) and a portion of the Southwest Quarter of the Northeast Quarter (SW ¼ of NE ¼); all in Section Twenty-Four (24), Township Fourteen (14), Range Four (4) East, in Saint Clair County, Alabama, containing Four (4) acres, more or less, as recorded in Map Book Volume 141, Page 591, in the Probate Office of Saint Clair County, Alabama, being situated in Saint Clair County, Alabama. SUBJECT TO: Easements, right-of-way, covenants, restrictions, permits and building set back line(s) of record. Being the same property conveyed to Earl Lathem and wife, Sylvia Lathem, from James Steven Duke, a married man, dated May 9, 1996 and recorded in Deed Book 239, Page 78 and being corrected by Scrivener's Affidavit dated September 6, 1996 as recorded in Deed Book 243, Page 212.

Also, The South ½ of the SE ¼ of Section 14 Township 14 South, Range 4 East and being more Particularly described as follows: Commence at the SE corner of said Section as the point of beginning thence run North 87 degrees 32 minutes 29 seconds West along the South line of said Section 2675.22 feet to the SW corner of said South ½ of the SE ¼ of said Section thence run North 01 degrees 39 minutes 17 Seconds East along the West line of said South ½ of the SE ¼ of said Section 1324.38 feet to the NW corner of said South ½ of said 1/4 of said Section thence run South 87degrees 35 minutes 26 seconds East 1332.87 feet thence run South 88 degrees 14 minutes 34 seconds East 1306.16 feet to the NE corner of said South 1/2 of the SE ¼ of said Section thence run South 00 degrees 07 minutes 00 seconds West along the East line of said Section 1342.51 feet to the point of beginning. Being the same property conveyed to Earl Lathem and Sylvia Lathem from Victor Frink, an unmarried man, dated September 16, 2002 and recorded in Deed Book 2002, Page 7445.

Also, a perpetual Right-of-way Easement (30 feet wide) for egress and ingress beginning at point on the south boundary line of NW ¼ of NW ¼ of Section 23, Township 14 South, Range 4 East, thence northerly and northwesterly to a point of termination on the north border line of NE ¼ of NE ¼ of Section 24, Township 14 South, Range 4 East, from Soterra LLC, a Delaware limited liability company, to Earl Lathem and Sylvia Lathem dated November 26, 2002 and recorded in Deed Book 2003, Page 887.

Also, From the NW corner of the NW1/4 of SE1/4 of Section 24, Township 14 South, Range 4 East, run thence N88°17'40"E along 1/4-1/4 line 625.47 feet; thence S18°24'25" E 199.02 feet to the point of beginning of property herein described; thence N77°49'35"E 139.00 feet; thence S18°41'00"E 348.68 feet to a point on northwesterly boundary of Shoal Creek Valley Road; thence S69°02'35"W along said boundary 140.00 feet; thence N18°24'25"W 370.00 feet to the point of beginning; being a part of the NW1/4 of the SE1/4 of Section 24, Township 14 South, Range 4 East, St. Clair County, Alabama. Being the same property conveyed to Earl Lathem and Sylvia Lathem from Thyra A. Sumner, an unmarried woman, dated January 14, 2005 as recorded in Deed Book 2005, Page 504.

Also, The South ½ of the SW ¼ of Section 13, Township 14 South, Range 4 East and the North ½ of the NW ¼ of Section 24, Township 14 South, Range 4 East and the NE ¼ of Section 23, Township 14 South, Range 4 East, St. Clair County, Alabama. Minerals and usual mining rights excepted. Being the same property conveyed to Earl Lathem and Sylvia Lathem from Soterra LLC, a Delaware Limited Liability Company, dated June 21, 2006 and recorded in Deed Book 2006, Page 8372.

Also, The East ½ of the NW ¼ of Section 23, Township 14 South, Range 4 East, St. Clair County, Alabama, Ashville Division, Minerals and usual mining rights excepted. Being the same property conveyed to Earl Lathem and wife, Sylvia E. Lathem, from Soterra LLC, a Delaware Limited Liability Company, dated December 7, 2007 and recorded in Deed Book 2007, Page 18861.



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## Schedule A Cont

2938-20

Commitment No. 2938-20

Also, (TRACT 1): A part of the NE ¼ of SE ¼ of Section 23, Township 14 South, Range 4 East, St. Clair County, Alabama, more particularly described as follows: From the Northeast corner of said NE ¼ of SE ¼, thence North 88 deg. 41'51" West, 966.10 feet along the ¼ line to a fence and the point of beginning; thence continue North 88 deg. 41'51" West, 380.31 feet along the ¼ line to an iron set; thence South 1 deg. 18'09" West, 260.40 feet to a fence; thence along said fence as follows: South 88 deg. 23'26" East, 25.84 feet; thence North 83 deg. 51'09" East, 97.72 feet; North 88 deg. 05'33" East, 116.77 feet; South 86 deg. 17'27" East, 102.57 feet; North 74 deg. 29'18" East, 40.23 feet to the point of beginning. According to the survey by Terry L. Gilliland (Ala. L.S. No. 13408) and dated the 11<sup>th</sup> day of October, 2010. Being part of the same property conveyed to Earl Lathem and Sylvia E. Lathem from Robert G. Dole and wife, Sandra Lou Dole, dated March 31, 2011 and recorded in Deed Book 2011, Page 3727. (To Establish Common Boundary Line)

Also, (TRACT 3): A part of the SW ¼ of the NW ¼ of Section 24, Township 14 South, Range 4 East, St. Clair County, Alabama, more particularly described as follows: Begin at the Southwest corner of said SW ¼ of NW ¼, thence North 0 deg. 45'47" East, 196.15 feet along the section line to an iron set; thence along a fence as follows: North 88 deg. 56'38" East, 23.23 feet; South 1 deg. 53'49" East, 41.62 feet; South 3 deg. 46'06" West, 154.93 feet; thence leaving fence run South 88 deg. 45'22" West, 17.04 feet to a rebar found and the point of beginning. According to the survey by Terry L. Gilliland (Ala. L.S. No. 13408) and dated the 11<sup>th</sup> day of October, 2010. Being part of the same property conveyed to Earl Lathem and Sylvia E. Lathem from Robert G. Dole and wife, Sandra Lou Dole, dated March 31, 2011 and recorded in Deed Book 2011, Page 3727. (To Establish Common Boundary Line)

Less and Except that property conveyed to Robert G. Dole and Sandra Lou Dole as shown in Deed Book 2011, Page 3234 being more particularly described as follows: (TRACT 2): A PART OF THE SE ¼ OF NE ¼ OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 4 EAST, ST. CLAIR COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF THE NE ¼ OF SE ¼ OF SAID SECTION 23, THENCE NORTH 88 DEG. 41'51" WEST, 966.10 FEET ALONG THE ¼ LINE TO A FENCE; THENCE ALONG FENCE AS FOLLOWS: NORTH 74 DEG. 29'18" EAST, 40.03 FEET; NORTH 86 DEG. 28'50" EAST, 150.80 FEET; NORTH 81 DEG. 39'30" EAST, 75.26 FEET; SOUTH 86 DEG. 23'11" EAST, 21.46 FEET; NORTH 76 DEG. 56'16" EAST, 79.48 FEET; NORTH 77 DEG. 58'21" EAST, 67.39 FEET; NORTH 80 DEG. 57'39" EAST, 80.76 FEET; NORTH 79 DEG. 33'12" EAST, 27.68 FEET; NORTH 82 DEG. 26'35" EAST, 86.08 FEET; NORTH 77 DEG. 32'55" EAST, 100.30 FEET; NORTH 68 DEG. 01'09" EAST, 22.34 FEET; NORTH 77 DEG. 56'21" EAST, 62.83 FEET; NORTH 76 DEG. 04'36" EAST, 58.45 FEET; NORTH 76 DEG. 19'41" EAST, 16.18 FEET; NORTH 72 DEG. 28'10" EAST, 38.39 FEET; NORTH 76 DEG. 10'04" EAST, 45.01 FEET; NORTH 88 DEG. 56'38" EAST, 14.98 FEET TO AN IRON SET; THENCE LEAVING FENCE RUN SOUTH 0 DEG. 45'47" WEST, 196.15 FEET ALONG THE SECTION LINE TO A REBAR FOUND AND THE POINT OF BEGINNING. ACCORDING TO THE NOVEMBER 12, 2010, SURVEY BY TERRY L. GILLILAND, ALA. L.S. NO. 13408.





*First American Title™*

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Commitment

AGENT'S FILE NUMBER

**2938-20**

### COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

#### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *First American Title Insurance Company*, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### **First American Title Insurance Company**

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

Agency Office

**ASHVILLE LAND & TITLE**  
Sixth Avenue Court Street West  
PO Box 370  
Ashville, AL 35953

Telephone: 205-594-5133

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
  - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
  - (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. ARBITRATION**  
Arbitration provision intentionally removed.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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STATE OF ALABAMA  
COUNTY OF ST. CLAIR

2003 887.  
Recorded in the Above  
DEED Book & Page  
02-03-2003 10:47:32 AM  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama

**PERPETUAL  
RIGHT-OF-WAY EASEMENT**

THIS INDENTURE, made this 26<sup>th</sup> day of November, 2002, by and between SOTERRA LLC, a Delaware limited liability company, whose headquarters mailing address is 425 Winter Road, Delaware, Ohio, 43015, herein referred to as **Grantor**, and Earl Lathem and Sylvia Lathem, whose mailing address is 8509 Skyline Way, Trussville, Al 35173 phone (205) 655-5029 herein referred to as **Grantees**,

The **Grantor**, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, to it in hand paid by the **Grantees**, receipt whereof is acknowledged, grants (subject to all terms and conditions hereof) to the **Grantees**, their heirs, successors or assigns, a permanent non-exclusive right-of-way easement 30 feet in width for the purpose of egress and ingress across the following-described land, TO-WIT:

STATE OF ALABAMA  
COUNTY OF ST. CLAIR

TOWNSHIP 14 SOUTH, RANGE 4 EAST

SECTION 23 & 24

*also  
across 1.007 - 2:  
+ 3.000 - 2*

**SEE EXHIBIT ATTACHED HERETO AND MADE  
A PART OF THIS INSTRUMENT BY ATTACHMENT**

This is easement shall be deemed appurtenant to and shall run with the adjoining lands currently owned by the **Grantees**, their heirs, successors or assigns. The Grantor, its successors or assigns, reserves the right to free and unrestricted use of the granted right-of-way easement at all times for its own business purposes, consistent with the rights granted herein.

It is understood that the right-of-way easement is granted herein upon the express condition that the **Grantees**, their heir, successors or assigns, will and do indemnify and hold harmless the **Grantor**, its successors or assigns, from any and all claims, suits or demands arising out of the clearing, construction, maintenance or use of any roadway upon the granted right-of-way easement.

**IN WITNESS WHEREOF**, the said **Grantor**, by a duly authorized representative, has caused this instrument to be executed, and its seal to be affixed as of the date mentioned above.

WITNESSES:

Eugene H. Morgan  
Bollie Adcox

**Grantor - SOTERRA LLC**, a Delaware limited liability company

By: Johnnie R. Baker (SEAL)  
Johnnie R. Baker

Its: Vice-President of Property Administration

Book/Pg: 2003/887  
Term/Cashier: N RECORDED / AmvD  
Tran: 1990.39947.58804  
Recorded: 02-03-2003 10:48:00  
CER Certification Fee 1.00  
DFE Deed Tax 0.50  
PJF Special Index Fee 5.50  
REC Recording Fee 9.00  
Total Fees: \$ 16.00

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

THE FOREGOING INSTRUMENT was acknowledged before me this  
November 26, 2002, by Johnie R. Baker, Vice-President of Property  
Administration for Soterra LLC, who are personally known to me or who produced  
N/A as identification and who did take an  
oath.

Dellie L. Hamilton  
Notary Public--  
My Commission expires:

THIS INSTRUMENT WAS PREPARED BY:

Soterra LLC  
P.O. Box 18,  
Jackson, MS. 39205

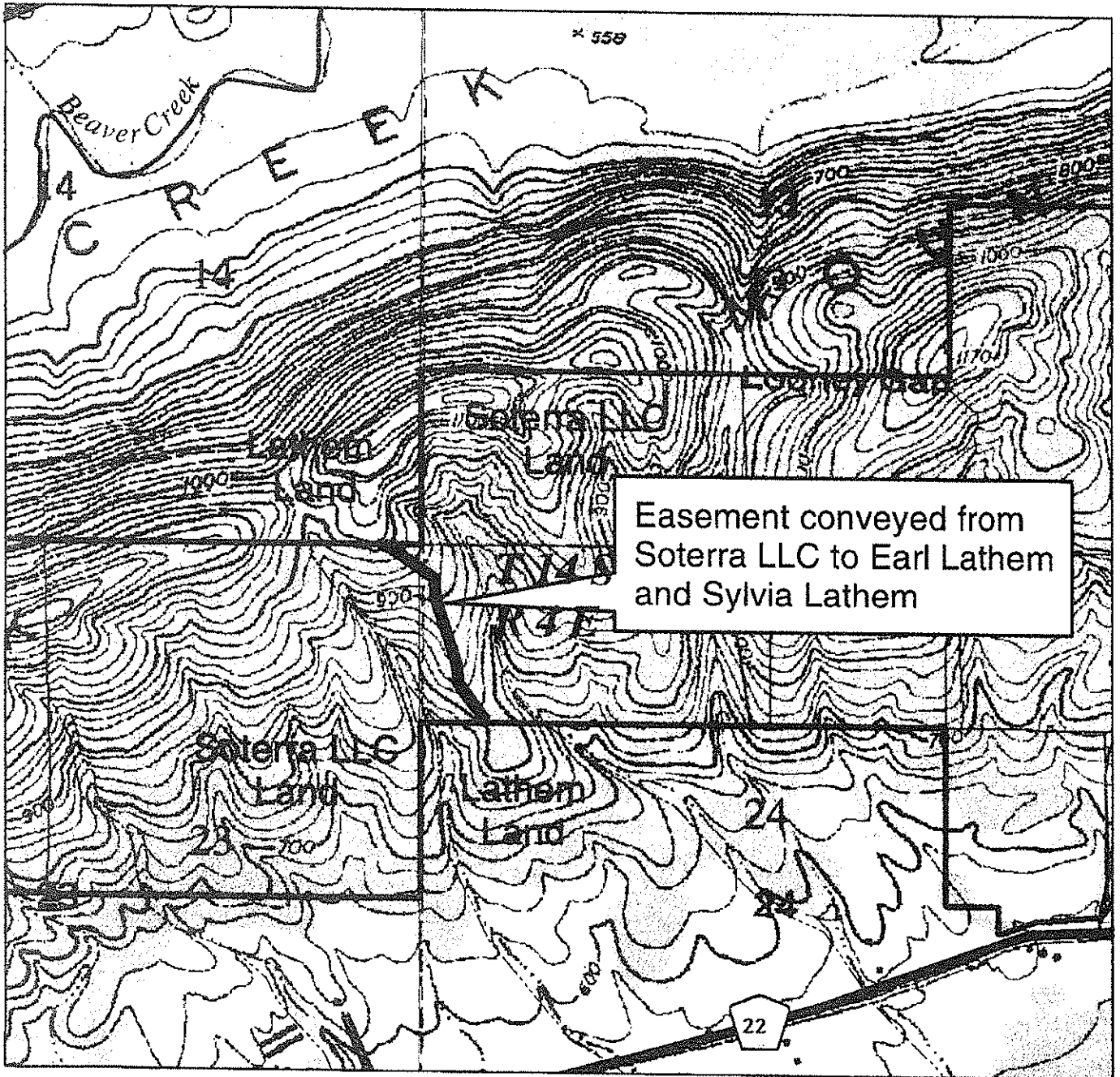
Notary Public State of Mississippi At Large  
My Commission Expires: August 22, 2004  
Bonded Thru Heiden, Brooks & Garland, Inc.



2003 888  
Recorded in the Above  
DEED Book & Page  
02-03-2003 10:47:32 AM

# EXHIBIT

Easement (30 feet wide) for egress and ingress transversing the NW 1/4 of the NW 1/4, Section 24, Township 14 South, Range 4 East and the NE 1/4 of the NE 1/4, Section 23, Township 14 South, Range 4 East, St. Clair County, Alabama. The Easement herein conveyed begins at a point on the south boundary line of said NW 1/4 of the NW 1/4 of said Section 23 at the point of termination of an easement conveyed by Earl and Sylvia Lathem to Soterra, thence northerly and northwesterly across the above mentioned lands of Soterra to a point on the north border line of the NE 1/4 of the NE 1/4 of said Section 24. The easement being depicted in more detail below:



11/26/02

*JRB*

0 1,100 2,200 3,300 4,400  
Feet

2003 889

Recorded in the Above

PLSS Book & Page

02-03-2003, 10:41:32 AM

- Probate Judge

St. Clair County, Alabama



Form P-12-42-1 M-4

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA, }  
St. Clair County

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, H. A. Duke

and wife Irene Duke of the County and State aforesaid, in and for the consideration of one dollar (\$1.00) in hand paid by St. Clair County the receipt whereof is hereby acknowledged and for the further consideration of the benefit accruing to us and to the public from the construction or improvement of a public road through our lands, in St. Clair County, do hereby give, grant, bargain, sell and convey unto St. Clair County, its successors or assigns, a Right-of-way hereinafter described, over and across our said lands in St. Clair County, Alabama, for a public road; which right-of-way shall be see below feet in width on see below side of the center line of said road, as it is now located and staked out by the State Highway Department or as much of our lands as is required to make a see below foot right-of-way across our lands, said right-of-way herein conveyed being more particularly described as follows, to-wit:

Beginning at Station 348/81 on the center line of Project SAC210G-A, Shoal Creek Valley road, as now located and staked by the St. Clair County Highway Department; thence continue along the center line of a 1900' curve to the left for a distance of 439.048 to P. T. Sta. 353/29.04; thence continue N 64°05' E for a distance of 317.90' to Station 356/38 the point of ending and east property line.

All of the above described right of way being a strip of land 30' wide on the left side of the center line from Station 348/81 to Station 356/38 and located in and being a part of the NW 1/4 of the SE 1/4, and the NE 1/4 of the SE 1/4, Section 24, Township 14 South, Range 4 East, in St. Clair County, Alabama and containing only that right of way which has been previously acquired and is now occupied by the Shoal Creek Valley County road.

To Have and To Hold by St. Clair County, or its Assigns, and for and in consideration of the benefit to our property by reason of the construction or improvement of said road, we hereby release the County aforesaid, and all of its employees and officers, and the State of Alabama and all of its employees and officers from all consequential damages, present or prospective, to our property, arising out of the construction, improvement, maintenance or repair of said road, and that said road is a benefit to our property is hereby admitted and acknowledged. All agreements covering the moving, relocating and/or changing of the buildings and/or structures located wholly or partially on the above described right-of-way shall be in writing and approved by the State Highway Department before same shall be valid and binding on the said State Highway Department. The grantor hereby grants permission with right of access and egress to grantor's adjoining property at any time during construction period of project for purpose of moving grantor's buildings and/or structures from the above described right-of-way.

In witness whereof, we have hereunto set our hands and seal this 11th day of August, 1958.

Witness: \_\_\_\_\_  
H. A. Duke (Seal)  
Mrs. Irene Duke (Seal)

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ALABAMA, }  
St. Clair County

I, Virginia L. Baker, a Notary Public in and for said County, in said State hereby certify that H. A. Duke and wife, Irene Duke whose name is not signed to the foregoing conveyance, and who are not known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they voluntarily executed the same voluntarily on the day the same bears date.

Given under my hand this 11th day of August, A.D. 1958  
Virginia L. Baker  
Notary Public  
(Official Title)

2005 504  
Recorded in the Above  
DEED Book & Page  
01-14-2005 01:35:07 PM  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama  
SEND TAX NOTICE TO  
Earl Lathem and Sylvia Lathem  
9509 Skyline Way  
Trussville, AL 35173

THIS INSTRUMENT PREPARED BY:  
**THE ROBINSON LAW FIRM, P. C.**  
Sixth Avenue - Court Street West  
Ashville, Alabama 35953

STATE OF ALABAMA  
COUNTY OF ST. CLAIR

**WARRANTY DEED  
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

KNOW ALL MEN BY THESE PRESENTS, That in consideration of TEN AND NO/100 DOLLARS (\$10.00), to the undersigned grantor in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, I, **Thyra A. Sumner, an unmarried woman**, (herein referred to as grantor) do grant, bargain, sell and convey unto **Earl Lathem and Sylvia Lathem**, (herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in St. Clair County, Alabama to-wit:

**From the NW corner of the NW1/4 of SE1/4 of Section 24, Township 14 South, Range 4 East, run thence N88°17'40"E along 1/4-1/4 line 625.47 feet; thence S18°24'25" E 199.02 feet to the point of beginning of property herein described; thence N77°49'35"E 139.00 feet; thence S18°41'00"E 348.68 feet to a point on northwesterly boundary of Shoal Creek Valley Road; thence S69°02'35"W along said boundary 140.00 feet; thence N18°24'25"W 370.00 feet to the point of beginning; being a part of the NW1/4 of the SE1/4 of Section 24, Township 14 South, Range 4 East, St. Clair County, Alabama.**

Grantors reserve ingress and egress over and across an existing road.

**Thyra A. Sumner is the surviving grantee in that certain deed recorded in Deed Book 149, Page 620, the other grantee, Carl J. Sumner, having died on or about the 6<sup>th</sup> day of February, 2000.**

TO HAVE AND TO HOLD unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I do for myself and for my heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am lawfully seized in fee simple of said premises; that said premises are free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and our heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

001-05T

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 14<sup>th</sup> day of January, 2005.

Thyra A. Sumner  
Thyra A. Sumner

STATE OF ALABAMA  
COUNTY OF ST. CLAIR

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **Thyra A. Sumner, an unmarried woman**, whose name is signed to the foregoing conveyance, who is known to me, acknowledged before me on this day that being informed of the contents of this conveyance, she executed the same voluntarily.

Given under my hand and seal this 14<sup>th</sup> day of January, 2005.

Jacquelin B. Robinson  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 4/6/05

Book # 2005/504  
Page # 106776  
Recorder's Office  
01-14-2005 13:35:22  
Notary Public  
Clerk of Court  
Deed Tax  
Notary Seal Index Fee  
Recording Fee  
Fees: \$ 11.00

1.00  
1.50  
5.50  
3.00



" 400,000.00 C

SEND TAX NOTICE TO:  
(Name) Earl Lathem  
(Address) 8509 Skyline Way  
Trussville, AL 35173

This instrument was prepared by  
Law Firm  
Maddox, Thornley & Sanders  
Brent Thornley  
301 19<sup>th</sup> Street, West  
Jasper, Alabama 35501

2006 8372  
Recorded in the Above  
DEED Book & Page  
06-22-2006 12:55:01 PM  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama

**LIMITED LIABILITY COMPANY FORM - STATUTORY WARRANTY DEED  
WITH RIGHT OF SURVIVORSHIP**

STATE OF ALABAMA )  
ST. CLAIR COUNTY )

KNOW ALL MEN BY THESE PRESENTS:

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of Ten Dollars and other good and valuable considerations paid by the Grantee herein to Bancorpsouth Bank, as Escrow Agent, pursuant to a certain Exchange Escrow Agreement heretofore entered into by that entity and by the Grantor herein and by the Grantee herein, the sufficiency of which is hereby acknowledged by the Grantor herein, the undersigned Grantor, Soterra LLC, a Delaware Limited Liability Company duly qualified in Alabama, ("the Grantor"), does by these presents, hereby remises, releases, grants, sells and conveys to Earl Lathem and Sylvia Lathem (hereinafter called Grantee, whether one or more), all its right, title, interest and claim in or to the following described real estate situated in St. Clair County, Alabama, to-wit:

3.000 - 24  
+ et al.

The South 1/2 of the SW 1/4 of Section 13, Township 14 South, Range 4 East and the North 1/2 of the NW 1/4 of Section 24, Township 14 South, Range 4 East and the NE 1/4 of Section 23, Township 14 South, Range 4 East, St. Clair County, Alabama. Minerals and usual mining rights excepted.

Subject to the following:

- (a) liens for taxes, assessments and other governmental charges which are not yet due and payable as of the closing;
- (b) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the real property;
- (c) any rights of the United States of America, the State in which the real property is located or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the real property, including, without limitations, riparian rights and navigational servitudes;
- (d) title to that portion of the real property, if any, lying below the mean high water mark of abutting tidal waters;
- (e) all easements, rights of way, licenses and other such similar encumbrances of record;
- (f) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;
- (g) all encroachments, overlaps, boundary line disputes, shortages in area, cemeteries and burial grounds and other matters not of record which would be disclosed by an accurate survey or inspection of the real property;
- (h) prior reservations or conveyances of mineral rights or mineral leases of every kind and character; and any minerals owned by the grantor are hereby reserved;
- (i) any loss or claim due to lack of assess to any portion of the real property;
- (j) Subject to any rights of way for public roads, public utilities, utility lines and poles, transmission lines, etc. of record, or readily observable by a routine physical inspection of the property.
- (k) Subject to existing and commonly accepted property corners and boundary lines.

The conveyance from Seller to Buyer shall except and/or reserve all oil, gas and other minerals of similar or dissimilar nature (sand and gravel excluded) situated in, on or under the Real Property, together with the usual and customary rights of ingress and egress to and from said lands for the purpose of exploring for or producing, saving, transporting and marketing said minerals.

Grantor herein reserves all sub-surface oil, gas and mineral rights and said sub-surface rights do not transfer with the title. Soterra, Incorporated is now known as Soterra LLC, by and through legal merger.

Grantor herein warrants good title only from its date of acquisition of the above described tract of land.

TO HAVE AND TO HOLD unto the said Grantees, as joint tenants, with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created severed or terminated during their joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, the said Soterra LLC, a Delaware limited liability company by its Vice President of Property Administration, Johnie R. Baker, who is authorized to execute this conveyance has hereto set its signature and seal, this 21<sup>st</sup> day of June, 2006.

SOTERRA LLC,  
a Delaware Limited Liability Company

BY: Johnie R. Baker  
JOHNIIE R. BAKER,  
Its: Vice President  
Of Property Administration

STATE OF ALABAMA )  
COUNTY OF WALKER )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Johnie R. Baker, whose name as Vice President of Property Administration of Soterra LLC, a Delaware limited liability company, is signed to the forgoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 the 21 day of June, 2006.

Brad Shultz  
NOTARY PUBLIC

My Commission Expires: 4/20/10

2006 8373  
Recorded in the Above  
DEED Book & Page  
06-22-2006 12:55:01 PM  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama  
Book/Pg: 2006/8372  
Term/Cashier: W RECORDS / AaxI  
Tran: 3679.95586.145537  
Recorded: 06-22-2006 12:55:31  
CER Certification Fee 1.00  
DFE Deed Tax 400.00  
PJF Special Index Fee 5.30  
REC Recording Fee 6.00  
Total Fees: \$ 412.50



SEND TAX NOTICE TO:  
(Name) Earl Lathem  
(Address) 8509 Skyline Way  
Trussville, AL 35173

This instrument was prepared by  
Law Firm  
Maddox, Thornley & Sanders  
Brent Thornley  
301 19<sup>th</sup> Street, West  
Jasper, Alabama 35501

Of Counsel:  
William L. Shappley  
P.O. Box 991  
Vicksburg, MS 39181-0991

2007 18861  
Recorded in the Above  
DEED Book & Page  
12-18-2007 10:49:33 AM  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama

LIMITED LIABILITY COMPANY FORM - STATUTORY WARRANTY DEED  
WITH RIGHT OF SURVIVORSHIP

STATE OF ALABAMA )  
ST. CLAIR COUNTY ) KNOW ALL MEN BY THESE PRESENTS:

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Ten Dollars and other good and valuable considerations paid by the Grantee herein to Bancorpsouth Bank, as Escrow Agent, pursuant to a certain Exchange Escrow Agreement heretofore entered into by that entity and by the Grantor herein and by the Grantee herein, the sufficiency of which is hereby acknowledged by the Grantor herein, the undersigned Grantor, **Soterra LLC, a Delaware Limited Liability Company** duly qualified in Alabama, ("the Grantor"), does by these presents, hereby remises, releases, grants, sells and conveys to **Earl Lathem and wife, Sylvia E. Lathem** (hereinafter called Grantee, whether one or more), all its right, title, interest and claim in or to the following described real estate situated in St. Clair County, Alabama, to-wit:

The East 1/4 of the NW 1/4 of Section 23, Township 14 South, Range 4 East, St. Clair County, Alabama, Ashville Division. Minerals and usual mining rights excepted.

This conveyance is subject to the following:

- (a) liens for taxes, assessments and other governmental charges which are not yet due and payable as of the closing;
- (b) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the real property;
- (c) any rights of the United States of America, the State in which the real property is located or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the real property, including, without limitations, riparian rights and navigational servitudes;
- (d) title to that portion of the real property, if any, lying below the mean high water mark of abutting tidal waters;
- (e) all easements, rights of way, licenses and other such similar encumbrances of record;
- (f) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;
- (g) all encroachments, overlaps, boundary line disputes, shortages in area, cemeteries and burial grounds and other matters not of record which would be disclosed by an accurate survey or inspection of the real property;
- (h) prior reservations or conveyances of mineral rights or mineral leases of every kind and character; and any minerals owned by the grantor are hereby reserved;
- (i) any loss or claim due to lack of assess to any portion of the real property;
- (j) Subject to any rights of way for public roads, public utilities, utility lines and poles, transmission lines, etc. of record, or readily observable by a routine physical inspection of the property.
- (k) Subject to existing and commonly accepted property corners and boundary lines.

The conveyance from Seller to Buyer shall except and/or reserve all oil, gas and other minerals of similar or dissimilar nature (sand and gravel excluded) situated in, on or under the Real Property, together with the usual and customary rights of ingress and egress to and from said lands for the purpose of exploring for or producing, saving, transporting and marketing said minerals.

Grantor herein reserves all sub-surface oil, gas and mineral rights and said sub-surface rights do not transfer with the title. Soterra, Incorporated is now known as Soterra LLC, by and through such legal merger.

Grantor herein warrants good title only from its date of acquisition of the above-described tract of land.

TO HAVE AND TO HOLD unto the said Grantees, as joint tenants, with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created severed or terminated during their joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pas to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

IN WITNESS WHEREOF, the said Soterra LLC, a Delaware limited liability company by its Vice President of Property Administration, Johnie R. Baker, who is authorized to execute this conveyance, hereto set its signature and seal, this the 2<sup>th</sup> day of December, 2007.

SOTERRA LLC,  
a Delaware Limited Liability Company  
BY: Johnie R. Baker  
JOHNIE R. BAKER,  
Its: Vice-President  
Of Property Administration

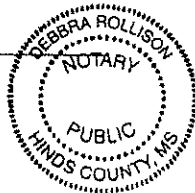
STATE OF MISSISSIPPI  
COUNTY OF RANKIN

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Johnie R. Baker, whose name as Vice President of Property Administration of Soterra LLC, a Delaware limited liability company**, is signed to the forgoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 the 2<sup>nd</sup> day of December, 2007.

Debra Rollison  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



Notary Public State of Mississippi  
At Large  
My Commission Expires  
February 2, 2008  
BONDED THRU  
HEIDEN, BROOKS & GARLAND, INC

2007 18862  
Recorded in the Above  
DEED Book & Page  
12-18-2007 10:49:33 AM  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama  
Book/Pgs: 2007/18861  
Term/Cashier: N RECD03 / AmV1  
Tran: 4421.122125.188685  
Recorded: 12-18-2007 10:50:05  
CER Certification Fee  
DPE Deed Tax  
PJF Special Index Fee  
REI Recording Fee  
Total Fees: \$ 137.50

1.00  
125.00  
5.50  
6.00

*Sub. to*

2011 3729  
Recorded in the Above  
DEED Book & Page  
06-02-2011 09:04:18 AM  
Mike Bowling - Judge of Probate  
St. Clair County, Alabama

**BOUNDARY LINE AGREEMENT**

AGREEMENT made and entered into by and between **Earl Latham and Sylvia E. Latham**, hereinafter called the Party of the First Part, and **Robert G. Dole and Sandra Lou Dole**, hereinafter collectively called the Party of the Second Part.

WITNESSETH:

WHEREAS, the Party of the First Part is the owner of the following described property, viz:

**A right of way, 30 feet in width, along the west edge and a part of Section 24, Township 14 South, Range 4 East, commencing at the intersection of the section line between section 23 and section 24 and the Shoal Creek Valley Highway and running north 1380 feet to the northwest corner of the southwest quarter of section 24, and continuing north along said Section line 150 feet. Right of Way has a continuous width of 30 feet and contains one acre, more or less, and is located in the West one-half of the West one-half of Section 24, Township 14 South, Range 4 East, St. Clair County, Alabama as described above. Deed Recording Reference: Volume 172, Page 270 AND Deed Book 2006, Page 8374**

and,

WHEREAS, the Party of the Second Part is the owner of an adjoining tract of land more particularly described as follows, viz:

**Begin at the point where the West boundary line of the East half of the Southeast quarter of Section 23, Township 14, Range 4 East intersects the North right of way boundary line of the New Shoal Creek Road; thence East along said right of way boundary 1040 feet, more or less, to a point; thence in a Northwesterly direction 935 feet, more or less, to a point; thence West 563 feet, more or less, to a point on the West line of said East half of the Southeast quarter of said Section Township and Range; thence South along said West line 1100 feet, more or less, to the point of beginning. The above described property containing nineteen (19) acres, more or less. Deed Recording Reference: Volume 139, Page 391.**

**All that part of the East half of the Southeast quarter of Section 23, Township 14, Range 4 East lying North of the New Shoal Creek Road, less and except the following described tract:**

**Begin at the point where the West boundary line of the East half of the Southeast quarter of said Section, Township and Range intersects the North right of way boundary line of New Shoal Creek Road; thence East along said right of way boundary 1040 feet, more or less, to a point; thence in a Northwesterly direction 935 feet, more or less, to a point; thence West 563 feet, more or less, to a point on the West line of said East half of the Southeast quarter of said Section, Township and Range; thence South along said West line 1100 feet, more or less, to the point of beginning. Deed Recording Reference: Volume 137, Page 433.**

and,

WHEREAS, the Party of the First Part and the Party of the Second Part are co-terminous property owners and are entering into this Boundary Line Agreement in order to establish the boundary line between each their real property; and,

WHEREAS, the parties desire to establish by formal agreement said boundary line as marking the boundary between the above described parcels.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto agree as follows:

1. That the boundary line between the foregoing described parcels owned by the Party of the First Part and the Party of the Second Part respectively be and hereby is established as the true and correct boundary of said parcels, being more particularly described as follows, viz:

**The SECTION LINE as marked between Section 23, Township 14 South, Range 4 East, and Section 24, Township 14 South, Range 4 East located in St. Clair County, Alabama, and as marked and set in the survey by Terry L. Gilliland, Alabama L.S. No. 13408 on the 11<sup>th</sup> day of October, 2010. The Party of the First Part shall be the owner of all easement which lies east of the section line and The Party of the Second Part shall be the owner of all the property which lies west of the section line. Said survey is attached as Exhibit "A".**

2. That the parties agree that the Party of the First Party shall be the owner of the following tract of land as described by and set in the survey by Terry L. Gilliland, Alabama L.S. No. 13408 on the 11<sup>th</sup> day of October, 2010, and which is described as follows:

**TRACT 3: A part of the SW 1/4 of NW 1/4 of Section 24, Township 14 South, Range 4 East, St. Clair County, Alabama more particularly described as follows: Begin at the Southwest corner of said SW 1/4 of NW 1/4, thence N 0°45'47"E, 196.15 feet along the section line to an iron set; thence along a fence as follows: N 88°56'38"E, 23.23 feet, S 1°53'49"E, 41.62 feet, S 3°46'06"W, 154.93 feet; thence leaving fence run S 88°45'22"W, 17.04 feet to a rebar found and the point of beginning. Containing 0.10 acres more or less. According to the survey by Terry L. Gilliland (Ala. L.S. No. 13408) and dated the 11<sup>th</sup> day of October, 2010.**

2. That each party acknowledges that they claim no right, title or interest in and to the parcels described herein as being owned by the other party and each party further acknowledges and recognizes that the above described SECTION LINE separates the parcel owned by each party from the parcel owned by the other said party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this the 4<sup>th</sup> day of May, 20 11.

PARTY OF THE FIRST PART

Earl Lathem  
Earl Lathem

Sylvia E. Lathem  
Sylvia E. Lathem

PARTY OF THE SECOND PART

Robert G. Dole  
Robert G. Dole

Sandra Lou Dole  
Sandra Lou Dole

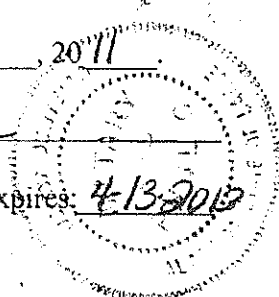
STATE OF ALABAMA  
ST. CLAIR COUNTY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Earl Lathem and Sylvia E. Lathem, whose name is signed to the foregoing Boundary Line Agreement and who is known to me, acknowledged before me on this day that being informed of the contents of the document, he executed the same voluntarily on the day and year first above written.

Given under my hand and official seal this the 4<sup>th</sup> day of May, 2011

Roy Bull  
Notary Public

My Commission Expires: 4-13-2012



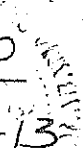
STATE OF ALABAMA  
ST. CLAIR COUNTY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Robert G. Dole and Sandra Lou Dole, whose names are signed to the foregoing Boundary Line Agreement and who are known to me, acknowledged before me on this day that being informed of the contents of the document, they executed the same voluntarily on the day and year first above written.

Given under my hand and official seal this the 31<sup>st</sup> day of March, 2011

Amanda V. Maddox  
Notary Public

My Commission Expires: 10-30-13



THIS INSTRUMENT PREPARED BY:  
THE ROBINSON LAW FIRM, P.C.  
Sixth Avenue-Court Street West  
Post Office Box 370  
Ashville, Alabama 35953

Book/Pg: 2011/3729  
Term/Cashier: W RECORD9 / Sherry H  
Tran: 6223.171896.255839  
Recorded: 06-02-2011 09:05:14  
CER Certification Fee 3.00  
PJF Special Index Fee 5.50  
REC Recordings Fee 12.00  
Total Fees: \$ 20.50

EXHIBIT "A"-BOUNDARY LINE AGREEMENT

2011 3732

Recorded in the Above

DEED Book & Page

06-02-2011 09:04:18 AM

Mike Bowling - Judge of Probate  
St. Clair County, Alabama



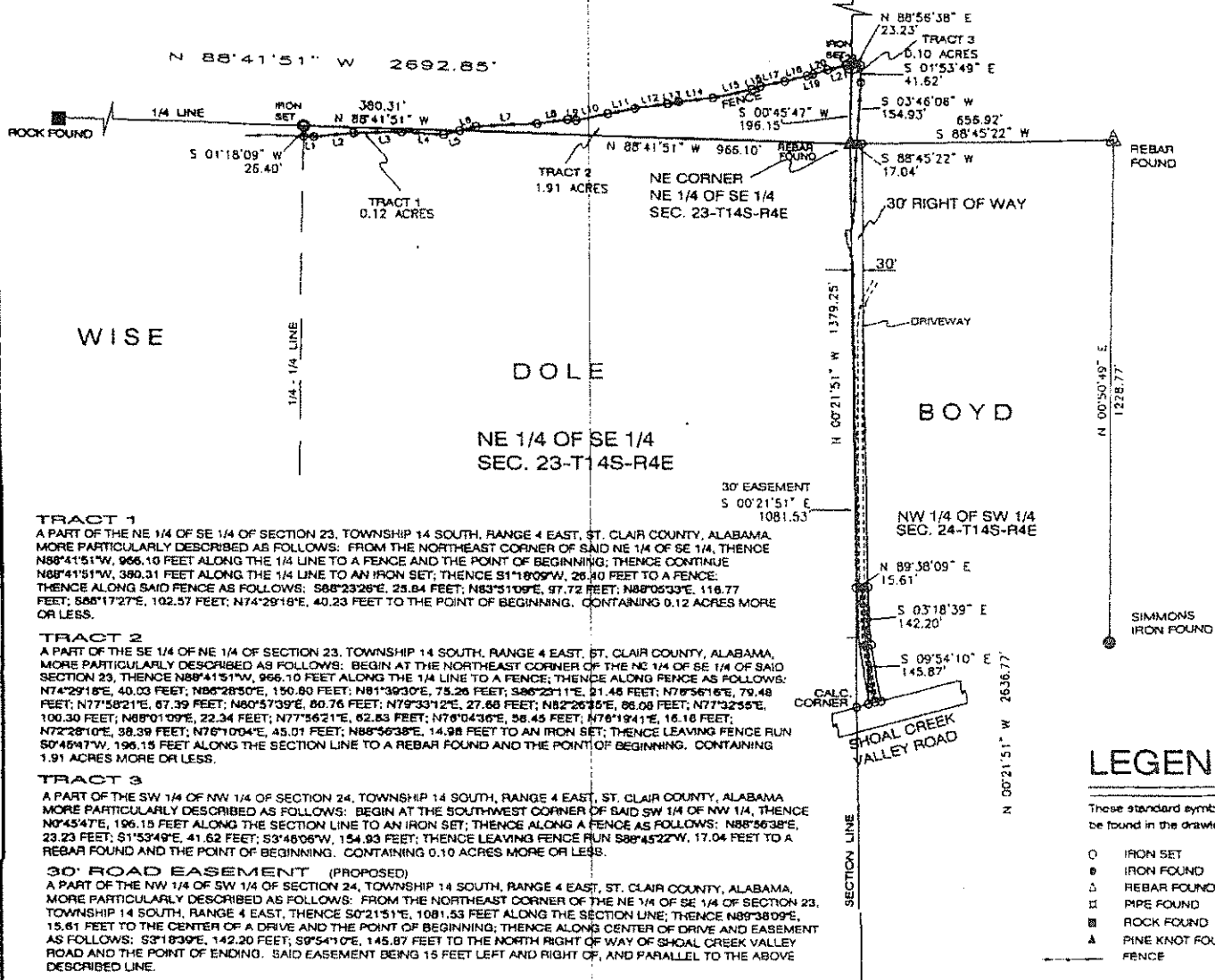
LINE	BEARING	DISTANCE
L1	S 00°23'20" E	23.84
L2	N 83°51'09" E	97.72
L3	N 88°05'33" E	116.77
L4	S 86°17'27" E	102.57
L5	N 74°29'18" E	40.23
L6	N 74°29'18" E	40.23
L7	N 88°28'50" E	150.80
L8	N 81°39'30" E	75.20
L9	S 86°23'11" E	21.48
L10	N 76°50'18" E	79.40
L11	N 77°56'21" E	67.39
L12	N 80°57'39" E	80.76
L13	N 78°33'12" E	27.68
L14	N 82°28'35" E	88.08
L15	N 77°32'33" E	100.30
L16	N 88°01'09" E	22.34
L17	N 77°56'21" E	62.83
L18	N 76°04'34" E	56.45
L19	N 76°18'41" E	16.16
L20	N 72°28'10" E	38.39
L21	N 78°10'04" E	45.01
L22	N 88°55'30" E	14.98

LATHEM

SE 1/4 OF NE 1/4  
SEC. 23-T14S-R4E

LATHEM

SW 1/4 OF NW 1/4  
SEC. 24-T14S-R4E



**TRACT 1**  
A PART OF THE NE 1/4 OF SE 1/4 OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 4 EAST, ST. CLAIR COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID NE 1/4 OF SE 1/4, THENCE N88°41'51"W, 966.10 FEET ALONG THE 1/4 LINE TO A FENCE AND THE POINT OF BEGINNING; THENCE CONTINUE N88°41'51"W, 380.31 FEET ALONG THE 1/4 LINE TO AN IRON SET; THENCE S11°09'09"W, 26.40 FEET TO A FENCE; THENCE ALONG SAID FENCE AS FOLLOWS: S88°23'26"E, 23.84 FEET; N83°51'09"E, 97.72 FEET; N88°05'33"E, 116.77 FEET; S86°17'27"E, 102.57 FEET; N74°29'18"E, 40.23 FEET TO THE POINT OF BEGINNING. CONTAINING 0.12 ACRES MORE OR LESS.

**TRACT 2**  
A PART OF THE SE 1/4 OF NE 1/4 OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 4 EAST, ST. CLAIR COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF THE NE 1/4 OF SE 1/4 OF SAID SECTION 23, THENCE N88°41'51"W, 966.10 FEET ALONG THE 1/4 LINE TO A FENCE; THENCE ALONG FENCE AS FOLLOWS: N74°29'18"E, 40.03 FEET; N86°28'50"E, 150.80 FEET; N81°39'30"E, 75.20 FEET; S86°23'11"E, 21.48 FEET; N76°50'18"E, 79.40 FEET; N77°56'21"E, 67.39 FEET; N60°57'39"E, 80.76 FEET; N79°33'12"E, 27.68 FEET; N82°28'35"E, 88.08 FEET; N77°32'33"E, 100.30 FEET; N88°01'09"E, 22.34 FEET; N77°56'21"E, 62.83 FEET; N76°04'34"E, 56.45 FEET; N76°18'41"E, 16.16 FEET; N72°28'10"E, 38.39 FEET; N76°10'04"E, 45.01 FEET; N88°55'30"E, 14.98 FEET TO AN IRON SET; THENCE LEAVING FENCE RUN S0°48'47"W, 196.15 FEET ALONG THE SECTION LINE TO A REBAR FOUND AND THE POINT OF BEGINNING. CONTAINING 1.91 ACRES MORE OR LESS.

**TRACT 3**  
A PART OF THE SW 1/4 OF NW 1/4 OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 4 EAST, ST. CLAIR COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF SAID SW 1/4 OF NW 1/4, THENCE N04°54'47"E, 196.15 FEET ALONG THE SECTION LINE TO AN IRON SET; THENCE ALONG A FENCE AS FOLLOWS: N88°56'38"E, 23.23 FEET; S11°53'49"E, 41.62 FEET; S3°46'06"W, 154.93 FEET; THENCE LEAVING FENCE RUN S88°45'22"W, 17.04 FEET TO A REBAR FOUND AND THE POINT OF BEGINNING. CONTAINING 0.10 ACRES MORE OR LESS.

**30' ROAD EASEMENT (PROPOSED)**  
A PART OF THE NW 1/4 OF SW 1/4 OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 4 EAST, ST. CLAIR COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF THE NE 1/4 OF SE 1/4 OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 4 EAST, THENCE S0°21'51"E, 1081.53 FEET ALONG THE SECTION LINE; THENCE N89°38'09"E, 15.61 FEET TO THE CENTER OF A DRIVE AND THE POINT OF BEGINNING; THENCE ALONG CENTER OF DRIVE AND EASEMENT AS FOLLOWS: S3°18'39"E, 142.20 FEET; S0°54'10"E, 145.87 FEET TO THE NORTH RIGHT OF WAY OF SHOAL CREEK VALLEY ROAD AND THE POINT OF ENDING. SAID EASEMENT BEING 15 FEET LEFT AND RIGHT OF, AND PARALLEL TO THE ABOVE DESCRIBED LINE.

STATE OF ALABAMA  
ST. CLAIR COUNTY

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS FOR THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.  
ACCORDING TO A SURVEY COMPLETED BY ME ON THE 11TH DAY OF OCTOBER, 2010.

ASHVILLE LAND SURVEYING, L.L.C.  
P.O. BOX 728, ASHVILLE AL 35953  
TELEPHONE (205) 594-7114

BY *Terry Gilliland*  
TERRY GILLILAND, ALA. L.S. NO. 13406

LEGEND

These standard symbols will be found in the drawing.

- IRON SET
- IRON FOUND
- △ REBAR FOUND
- ▬ PIPE FOUND
- ROCK FOUND
- ▲ PINE KNOT FOUND
- FENCE



DWIGHT BLAIR		
DRAWN SANDY	DATE 11/12/10	3 TRACTS
APPROVED T.L.C.	DATE	BOUNDARY SURVEY LATHEM VS. DOLE
SCALE 1" = 200'	SHEET	PROJECT NO. JOB #114-10



457/104

35036

State of Alabama, St. Clair County  
County of St. Clair

L. R. Layton and Wife Ethel Layton  
for and in consideration of the sum of One Dollars  
(\$ 1.00) to us in hand paid by Alabama Power Company, a corporation, the receipt whereof is acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns, the right to construct, operate and maintain its lines of poles and towers and appliances necessary in connection therewith, as located by the final location survey heretofore made by said Company, for the transmission of electric power with the right to string thereon from time to time electric power and telephone wires and the right to permit other corporations and persons to attach wires to said poles and towers upon, over and across the following described lands situated in St. Clair County, Alabama:

West 1/2 of SE 1/4 and that part of  
East 1/2 of SE 1/4 lying North of Shoal Creek Road  
in Section 23 T 14 N 4.

Latham

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said lines; and also the right to cut and keep clear all trees, and to keep clear other obstructions, that may injure or endanger said lines.

To Have and to Hold the same to the said Company, its successors and assigns, forever.

In Witness Whereof, We have hereunto set our hand and seal, this the 27 day of Sept. 1939.

Witness:

RE Whitaker L. R. Layton (Seal)  
Ethel Layton (Seal)

STATE OF ALABAMA, COUNTY OF St. Clair

I, L. W. Benson, a Justice of Peace in and for said County and in said State, do hereby certify that L. R. Layton and Wife Ethel Layton whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument they executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this the 27 day of Sept. 1939.

L. W. Benson

Justice of Peace

STATE OF ALABAMA, COUNTY OF St. Clair

I, L. W. Benson, a Justice of Peace in and for said County in said State, do hereby certify that on the 27 day of Sept. 1939 came before me the within named Ethel Layton, known to me to be the wife of the within named L. R. Layton who being examined separate and apart from the husband touching her signature to the within instrument, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband.

Given under my hand and official seal, this the 27 day of Sept. 1939.

L. W. Benson

Justice of Peace

THE STATE OF ALABAMA, ST. CLAIR COUNTY

I hereby certify that the within instrument was filed in my office for record on the 1 day of Dec. 1939 at 9 o'clock A.M. and duly recorded in Dead Book, No. 17, Page 104 and examined.

M. W. Forman  
Judge of Probate of said County.

STATE OF ALABAMA

County of ST. CLAIR

Wm. R. Rayton & wife Ethel Rayton

for and in consideration of the sum of One Thousand Dollars

(1,000) to us in hand paid by Alabama Power Company, a corporation, the receipt whereof is acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns, the right to construct, operate and maintain its lines of poles and towers and appliances necessary in connection therewith, as located by the final location survey heretofore made by said Company, for the transmission of electric power with the right to string thereon from time to time electric power and telephone wires and the right to permit other corporations and persons to attach wires to said poles

and towers upon, over and across the following described lands situated in \_\_\_\_\_

ST. CLAIR County, Alabama:

A Part of the E 2 of the S.E. Quarter lying North of Black Creek Road Section 23 Township 14 Range 4

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event it becomes necessary or desirable for Alabama Power Company to move its lines of poles, towers and appliances in connection with the construction or improvement of any public road or highway in proximity to its said power lines, the said Company is hereby granted the right to relocate its said lines of poles, towers and appliances on lands of grantors hereinabove described, provided, however, the said Company shall relocate its said line of poles or towers at a distance not greater than ten feet outside the boundary of the right of way of any such public road or highway as established or re-established from time to time.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said lines; and also the right to cut and keep clear all trees, and to keep clear other obstructions, that may injure or endanger said lines.

TO HAVE AND TO HOLD the same to the said Company, its successors and assigns forever.

IN WITNESS WHEREOF We have hereunto set Our hand and seal, this the 27th day of July 1948

WITNESS:

Wm. R. Rayton  
\_\_\_\_\_  
\_\_\_\_\_

G. R. Gentry (Seal)  
Ethel Rayton (Seal)

Source of Title:

Deed Book \_\_\_\_\_, Page \_\_\_\_\_

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF ST. CLAIR

W.E. No. A 6220-00-F411

APCO Parcel No. 70242645

Transformer No. 35767

This instrument prepared by: BETTY MENDITT

Alabama Power Company  
P. O. Box 2641  
Birmingham, Alabama 35291

2011 7220

Recorded in the Above

DEED Book & Page

10-11-2011 09:51:05 AM

Mike Bowling - Judge of Probate

St. Clair County, Alabama

KNOW ALL MEN BY THESE PRESENTS, That EARL LATHAM AND WIFE,  
SYLVIA E. LATHAM

as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantor in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges below.

**Overhead and/or Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, translosures, transformers, anchors, guy wires and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as generally shown on the Company's drawing attached hereto and made a part hereof, but which is to be determined by the actual location(s) in which the Company's facilities are installed. The width of the Company's easement will depend on whether the Facilities are underground or overhead: for underground, the easement will extend five (5) feet on each side of said Facilities as and where installed; for overhead Facilities, the easement will extend fifteen (15) feet on each side of the centerline of said Facilities as and where installed. The Company is granted the right to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending five (5) feet from each side of said underground Facilities, and to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending fifteen (15) feet from each side of the centerline of said overhead Facilities and the right in the future to install intermediate poles and facilities on said strip. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the thirty (30) foot strip that, in the sole opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from said Facilities, as applicable, and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under and above said Facilities, as applicable.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following described real property situated in ST. CLAIR County, Alabama (the "Property"):

A PARCEL OF LAND LOCATED IN THE S 1/2 OF THE NE 1/4, THE S 1/2 OF THE NW 1/4, AND THE NW 1/4 OF THE SE 1/4, ALL IN SECTION 24, TOWNSHIP 14 SOUTH, RANGE 4 EAST, MORE PARTICULARLY DESCRIBED IN DEED BOOK 234, PAGE 269, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, ST. CLAIR COUNTY, ALABAMA.

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned Grantor(s) has/have set his/her/their hand(s) and seal(s) this the 21<sup>ST</sup> day of JULY, 2011.

Scott Williamson  
Witness

Earl Latham (SEAL)  
(Grantor)

Scott Williamson  
Witness

Sylvia E. Latham (SEAL)  
(Grantor)

Witness

By: \_\_\_\_\_ Book/Pg: 2011/7220 (SEAL)

Term/Cashier: N RECORD9 / Sherry H

Tran: 6408.176392.261688

As: \_\_\_\_\_ Recorded: 10-11-2011 09:51:21

All facilities on Grantor:

For Alabama Power Company Corporate Real Estate Department Use Only

Station to Station: \_\_\_\_\_

CER Certification Fee 3.00

DPE Deed Tax 0.50

PJE Special Index Fee 5.50

REC Recording Fee 6.00

Total Fees: \$ 15.00

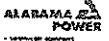
SKETCH OF PROPOSED WORK  
SIMPLIFIED W.E.

1891529

Map Center UTM

12271704

Map Center Lat/lon



Customer <b>EARL LATHAM</b>		Location <b>6593 SHOAL CREEK RD</b>				Agreed Serv. Date <b>8-31-11</b>		Estimate No. <b>A6220-00-F411</b>	
Region <b>EASTERN</b>	Oper. Cntr. <b>GADSDEN</b>	Town/City <b>ASHVILLE</b>	County <b>St Clair</b>	Section <b>24</b>	Township <b>14S</b>	Range <b>04E</b>	Engineer <b>gswillia</b>	Created: <b>7/22/2011</b>	
MISSALL REF. NUMBER <b>112030812</b>		VALID <b>7-26 @12:15</b>	THROUGH <b>8-9</b>	Transformer Loading <b>18.3</b>		V <sub>D</sub> <b>2.02</b>	F <sub>VD</sub> <b>3.76</b>		

R/W Agent MENUTT  
Date Assigned 7-22-11  
Date Cleared 7-22-11  
Parcel # 70242645

CONTACT INFO:  
**EARL LATHAM**

BILLING  
RATE: FD  
REGULAR 320 A  
KWH METER

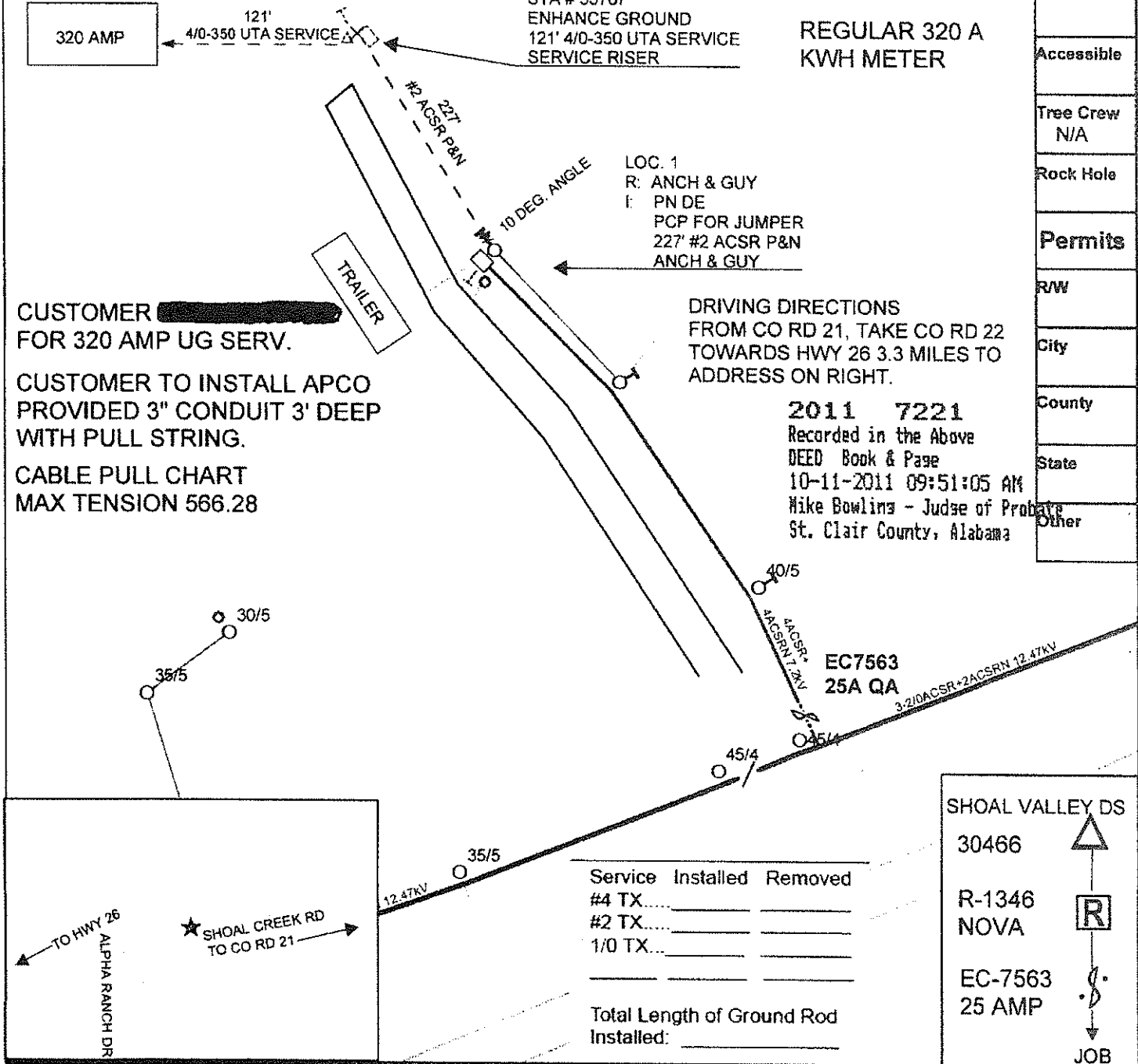
Voltage	7200
Sec. Voltage	120/240
Phone Co	
CATV Co	
Accessible	
Tree Crew	N/A
Rock Hole	
Permits	
R/W	
City	
County	
State	
Other	

LOC. 2  
I: 40/5 CCA POLE  
PN DE  
ANCH & GUY  
25 KVA CONV XFMR  
STA # 35767  
ENHANCE GROUND  
121' 4/0-350 UTA SERVICE  
SERVICE RISER

LOC. 1  
R: ANCH & GUY  
I: PN DE  
PCP FOR JUMPER  
227' #2 ACSR P&N  
ANCH & GUY

DRIVING DIRECTIONS  
FROM CO RD 21, TAKE CO RD 22  
TOWARDS HWY 26 3.3 MILES TO  
ADDRESS ON RIGHT.

2011 7221  
Recorded in the Above  
DEED Book & Page  
10-11-2011 09:51:05 AM  
Mike Bowling - Judge of Probate  
St. Clair County, Alabama



CUSTOMER [REDACTED]  
FOR 320 AMP UG SERV.  
CUSTOMER TO INSTALL APCO  
PROVIDED 3" CONDUIT 3' DEEP  
WITH PULL STRING.  
CABLE PULL CHART  
MAX TENSION 566.28

Service	Installed	Removed
#4 TX	_____	_____
#2 TX	_____	_____
1/0 TX	_____	_____
Total Length of Ground Rod Installed: _____		

SHOAL VALLEY DS  
30466  
R-1346  
NOVA  
EC-7563  
25 AMP  
JOB

Cnst Completed By: \_\_\_\_\_ Date: \_\_\_\_\_ Scale: \_\_\_\_\_  
Foreman: Pruitt Holding For: \_\_\_\_\_

CORRECTION OF DESCRIPTION IN OIL AND GAS LEASE

WHEREAS, under date of April 25th, 2006 a certain Oil, Gas and Mineral Lease was executed by HighMount Black Warrior Basin, LLC and Probate Judge, as Lessors, in favor of Dominion Black Warrior Basin, Inc., as Lessee; said lease being recorded in Book 306 Page 42 of Alabama in the office of the Probate Judge, St. Clair County, Alabama and which lease covered certain lands situated in the said St. Clair County, Alabama, and said lands being described therein as follows:

TOWNSHIP 14 SOUTH, RANGE 4 EAST

SECTION 14: The S/2 of the SE/4.

SECTION 24: The SW/4 of NW/4, part of the SE/4 of NW, part of the SW/4 of NE/4, part of the SE/4 of NE/4, part of the NE/4 of SE/4 and part of the NW/4 of SE/4 all in Section 24, more particularly described as follows: Commence at the NW corner of said SW/4 of NE/4; thence N 88°03'42" E, 1459.06 feet, along the quarter mile line; thence S 4°39'44" W, 314.81 feet to a point at a ditch; thence S 2°25'12" W, 655.70 feet, along a ditchline to the mouth of said ditch; thence S 15°35'44" W, 367.85 feet, to the NE corner of said NW/4 of SE/4; thence S 39°07'40"E, 124.55 feet, thence S 6°20'04" E, 209.87 feet, to an iron found on the Northwesterly right of way of Shoal Creek Valley Road; thence S 65°39'23" W, 109.22 feet along said right of way; thence S 66°48'12" W, 409.38 feet, along said right of way; thence N 18°37'26" W, 348.68 feet, thence S 77°53'09" W, 139.20 feet, thence S 18°22'40" E, 370.02 feet, to the northwesterly right of way of Shoal Creek Valley Road; thence S 69°58'25" W, 90.46 feet, along said right of way to the center of a branch; thence along centerline of said branch the following courses; thence N 70°26'45" W, 110.22 feet, thence N 14°09'45" W, 184.65 feet, thence N 31°26'54" W, 213.52 feet thence N 29°58'13" W 90.86 feet, thence N 64°40'49" W, 193.80 feet, to a point on the half miles line; thence West along said line 2,86.17 feet to the SW corner of said SW/4 of NW/4; thence N 0°27'00" E, 1302.43 feet along the west section line; thence N 88°03'42" E, 2617.31 feet, along the quarter mile line to the point of beginning.

ALSO From the NW corner of the NW/4 of SE/4 of Section 24, run thence N 88°17'40" E along 1/4 - 1/4 625.47 feet; thence S 18°24'25" E, 199.02 feet to the point of beginning; thence N 77°49'35" E, 139.00 feet; thence S 18°41'00" E, 348.68 feet to a point on northwesterly boundary of Shoal Creek Valley Road; thence S 69°02'35" W, along said boundary 140.00 feet; thence N 18°24'25" W, 370.00 feet to the point of beginning.

AND WHEREAS, said description is incomplete, indefinite and in error, and the said lands intended to be covered by said lease and situated in said County and State aforesaid are more accurately described as follows: to-wit:

TOWNSHIP 14 SOUTH, RANGE 4 EAST

SECTION 14: The S/2 of the SE/4.

SECTION 24: The SW/4 of NW/4, part of the SE/4 of NW/4, part of the SW/4 of NE/4, part of the SE/4 of NE/4, part of the NE/4 of SE/4 and part of the NW/4 of SE/4 all in Section 24, more particularly described as follows: Commence at the NW corner of said SW/4 of NE/4; thence N 88°03'42" E, 1459.06 feet, along the quarter mile line; thence S 4°39'44" W, 314.81 feet to a point at a ditch; thence S 2°25'12" W, 655.70 feet, along a ditchline to the mouth of said ditch; thence S 15°35'44" W, 367.85 feet, to the NE corner of said NW/4 of SE/4; thence S 39°07'40"E, 124.55 feet, thence S 6°20'04" E, 209.87 feet, to an iron found on the Northwesterly right of way of Shoal Creek Valley Road; thence S 65°39'23" W, 109.22 feet along said right of way; thence S 66°48'12" W, 409.38 feet, along said right of way; thence N 18°37'26" W, 348.68 feet, thence S 77°53'09" W, 139.20 feet, thence S 18°22'40" E, 370.02 feet, to the northwesterly right of way of Shoal Creek Valley Road; thence S 69°58'25" W, 90.46 feet, along said right of way to the center of a branch; thence along centerline of said branch the following courses; thence N 70°26'45" W, 110.22 feet, thence N 14°09'45" W, 184.65 feet, thence N 31°26'54" W, 213.52 feet thence N 29°58'13" W 90.86 feet, thence N 64°40'49" W, 193.80 feet, to a point on the half miles line; thence West along said line 2,862.17 feet to the SW corner of said SW/4 of NW/4; thence N 0°27'00" E, 1302.43 feet along the west section line; thence N 88°03'42" E, 2617.31 feet, along the quarter mile line to the point of beginning.

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AND WHEREAS, HighMount Black Warrior Basin, LLC is successor to the interest of Dominion Black Warrior Basin, Inc. in and to said lease.

NOW, THEREFORE, inconsideration of One Dollar (\$1.00) cash in hand paid by HighMount Black Warrior Basin, LLC the receipt whereof is hereby acknowledged, and other good and valuable considerations, and for the purpose of making said lease definite and certain in respect to the identity of the lands intended to be covered thereby, we do hereby acknowledge that it was the purpose and intention of the Lessors in the aforesaid lease to lease and Lessors do hereby lease and let exclusively to Lessee, for oil and gas mining purposes all of the lands last above described; and we hereby amend said lease in respect to the description of the lands included therein and ratify and adopt the same as so amended.

WITNESS my hand this 4 day of December, A.D. 2007

Handwritten signatures of two individuals, likely the lessors or witnesses, with the text 'STATE OF ALABAMA COUNTY OF ST. CLAIR' below.

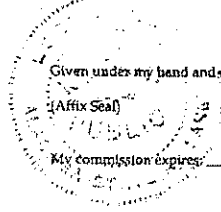
Handwritten signature of Earl Lathem with the printed name 'EARL LATHEM' below.

Handwritten signature of Sylvia E. Lathem with a recording stamp: 'Book/PG: 2007/18661', 'SERIAL: 1866378', 'RECORDED: 12-13-2007 08:56:01', 'REC Recording Fee', 'P/JF Special Index Fee', 'CER Certification Fee', 'Total Fees: \$ 9.50'.

1.00
5.50
3.00

I, a Notary Public in and for the aforesaid jurisdiction, hereby certify that Kent M. Tow J a subscribing witness to the foregoing instrument, known to me, appeared before me on this day, and being sworn, stated that

Earl Lathem and wife Sylvia E. Lathem the grantor(s), having been informed of the contents thereof, voluntarily executed and delivered the same in his presence, and in the presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantor(s), and of the other witness, and that such other witness subscribed his name as a witness in his presence.



Handwritten signature of Kent M. Tow J with the text '(Subscribing Witness)' below. Below that is a handwritten signature of the Notary Public and the text '(Notary Public) in and for St. Clair County, Alabama State at Large'.

# OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 25th day of April, 2006 between

**EARL LATHAM AND WIFE SYLVIA E. LATHAM**

Lessor (whether one or more), whose address is: 8509 Skyline Way, Trussville, AL 35173  
and Dominion Black Warrior Basin, Inc., 1415 Louisiana, Suite 2700, Houston, TX 77002 lessee, WITNESSETH:

1. Lessor, in consideration of ---Ten Dollars and other valuable considerations--- Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for the surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, power lines, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of ST. CLAIR State of ALABAMA and is described as follows:

## SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION

This Lease does not cover nor include coal, iron ore or other hard rock minerals mined by the open pit or shaft methods.

It is the intent of Lessors to lease and Lessors do lease any and all interest in the above Township, Range and Sections.

Wherever the words and fractional amount one-eighth (1/8th) appears in paragraph 3 of said lease, they are hereby changed to read three-sixteenths (3/16ths) in each and every instance.

No drilling operations will be conducted on the above described lands without the express written consent of the Lessor herein, such written consent will not be unreasonably withheld.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 210.84 acres, whether actually more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights, and options thereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of five (5) years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, one-eighth of the amount realized by Lessee from said land, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of being producing gas or any other mineral covered hereby, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separators and lease tanks, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments tender at or before the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this sub-paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, or may be deposited to such parties credit in the

### PAY DIRECT TO LESSOR AT ABOVE ADDRESS

4. Lessee is hereby granted the right, at its option, to pool or unitize all or any part of said land and of this lease as to any or all minerals or horizons thereunder, with which other lands, lease or leases, or portion or portions thereof, or mineral or horizon thereunder, so as to establish units containing not more than 80 surface acres plus 10% acreage tolerance; however, a unit may be established on an existing unit which may be enlarged to contain not more than 640 acres plus 10% acreage tolerance, if unitized only as to gas or only as to gas and liquid hydrocarbons (condensate) which are not a liquid in the subsurface reservoir. If larger units are permitted, under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining such governmental order or rule, Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by Lessee from time to time, and whether before or after production has been established either on said land or on the portion of said land included in the unit or on other land unitized therewith and any such unit may include any well to be drilled, being drilled or already completed. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be land or mineral, royalty or leasehold interests in land within the unit which are not pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted under this lease. The total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, over-riding royalty, and any other payments out of production, to be the entire production of unitized minerals from the portion of said land covered hereby and royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of such unit shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. Neither shall it impair the right of Lessee to release from this lease all or any portion of said land, except lands within the unit. Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. A unit may be so established, modified or dissolved during the life of this lease.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest.

6. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated except as otherwise provided herein, to commence or continue any operations during the primary term. Whenever used in this lease the word "operations" shall mean operation and an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 600 feet to the house or barn 600 feet from said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any part hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, however effected, shall increase the obligations or diminish the rights of lessor, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, however effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless, pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event lessor considers that the lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any part of the alleged breaches shall be deemed an admission or presumption that lessee has failed to comply with all its obligations or covenant hereof, this lease shall not be subject to cancellation for any such cause except after final judicial ascertainment that such failure exists and lessee has then been afforded a reasonable time to prevent cancellation by complying with and discharging its obligations as to which lessee have been judicially determined to be in default. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules permit; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all person whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity and be subrogated to the rights of the holder thereof and to deduct the amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. Lessee is hereby given the right to acquire for its own benefit, deeds, leases, or assignments covering any interest or claim in said land which lessee or any other party contends is outstanding and not covered hereby and even though such outstanding interest or claim in said land which lessee or any other party contends is oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties, and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, or lessor is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial), beyond the reasonable control of lessee, the primary term hereof shall be extended until after the first anniversary date hereof occurring ninety (90) or more days following the removal of such delay- ing cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

*[Signatures]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Earl Latham* (SEAL)  
EARL LATHAM  
*Sylvia E. Latham* (SEAL)  
SYLVIA E. LATHAM  
\_\_\_\_\_  
2006 12012  
Recorded in the Above (SEAL)  
DEED Book & Page  
09-05-2006 10:34:48 AM

JOINT OR SINGLE ACKNOWLEDGEMENT  
(MISSISSIPPI-ALABAMA-FLORIDA)

STATE OF ALABAMA  
COUNTY OF ST CLAIR

I hereby certify, that on this day, before me a \_\_\_\_\_ Notary Public \_\_\_\_\_ duly authorized in the state and county aforesaid to take acknowledgements, personally appeared Earl Latham and wife Sylvia E. Latham to me known to be the person(s), described in and who executed the foregoing instrument and they acknowledged before me that, being informed of the contents of the same they voluntarily signed and delivered the within and foregoing instrument on the day and year therein mentioned.

Given under my hand and official, this \_\_\_\_\_ day of April, A. D., 2006.  
(Affix Seal)

My commission expires: \_\_\_\_\_ in and for \_\_\_\_\_ (Notary Public) \_\_\_\_\_ County, Alabama

WITNESS ACKNOWLEDGEMENT  
(MISSISSIPPI-ALABAMA-FLORIDA)

STATE OF ALABAMA  
COUNTY OF ST CLAIR

I, a \_\_\_\_\_ Notary Public \_\_\_\_\_ in and for the aforesaid jurisdiction, hereby certify that \_\_\_\_\_ *Kent McCown* a subscribing witness to the foregoing instrument, known to me, appeared before me on this day, and being sworn, stated that \_\_\_\_\_ *Earl Latham and wife Sylvia E. Latham* the grantor(s), having been informed of the contents thereof, voluntarily executed and delivered the same in his presence, and in the presence of the other subscribing witness, on the day the same bears date that he attested the same in the presence of the grantor(s), and of the other witness, and that such other witness subscribed his name as a witness in his presence.

Given under my hand and official seal, this 20<sup>th</sup> day of April, A. D., 2006.  
(Affix Seal)

*Kent McCown*  
(Subscribing Witness)  
*Michele Vaubelt*  
(Notary Public)  
in and for St. Clair County, Alabama

My commission expires: 01-20-2009

Producers 88 (9-70) Paid Up with Pooling Provision  
Mississippi-Alabama-Florida  
No. \_\_\_\_\_  
Oil, Gas and Mineral Lease  
FROM \_\_\_\_\_ TO \_\_\_\_\_  
Date: \_\_\_\_\_ 19\_\_\_\_  
No. Acres: \_\_\_\_\_  
County: \_\_\_\_\_  
Term: \_\_\_\_\_  
This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ and duly recorded in \_\_\_\_\_ Page \_\_\_\_\_ of the \_\_\_\_\_ record of this office.  
By: \_\_\_\_\_ County Clerk  
Deputy  
When recorded return to: \_\_\_\_\_

EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease by and between Earl Lathem and wife Sylvia E. Lathem, as Lessor, and Dominion Black Warrior Basin, Inc., as Lessee, dated April 25, 2006


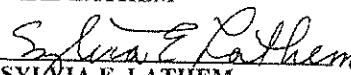
TOWNSHIP 14 SOUTH, RANGE 4 EAST

SECTION 14: The S/2 of the SE/4.

SECTION 24: The SW/4 of NW/4, part of the SE/4 of NW, part of the SW/4 of NE/4, part of the SE/4 of NE/4, part of the NE/4 of SE/4 and part of the NW/4 of SE/4 all in Section 24, more particularly described as follows: Commence at the NW corner of said SW/4 of NE/4; thence N 88°03'42" E, 1459.06 feet, along the quarter mile line; thence S 4°39'44" W, 314.81 feet to a point at a ditch; thence S 2°25'12" W, 655.70 feet, along a ditchline to the mouth of said ditch; thence S 15°35'44" W, 367.85 feet, to the NE corner of said NW/4 of SE/4; thence S 39°07'40" E, 124.55 feet, thence S 6°20'04" E, 209.87 feet, to an iron found on the Northwesterly right of way of Shoal Creek Valley Road; thence S 65°39'23" W, 109.22 feet, along said right of way; thence S 66°48'12" W, 409.38 feet, along said right of way; thence N 18°37'26" W, 348.68 feet, thence S 77°53'09" W, 139.20 feet, thence S 18°22'40" E, 370.02 feet, to the northwesterly right of way of Shoal Creek Valley Road; thence S 69°58'25" W, 90.46 feet, along said right of way to the center of a branch; thence along centerline of said branch the following courses; thence N 70°26'45" W, 110.22 feet, thence N 14°09'45" W, 184.65 feet, thence N 31°26'54" W, 213.52 feet thence N 29°58'13" W, 90.86 feet, thence N 64°40'49" W, 193.80 feet, to a point on the half miles line; thence West along said line 2,86.17 feet to the SW corner of said SW/4 of NW/4; thence N 0°27'00" E, 1302.43 feet, along the west section line; thence N 88°03'42" E, 2617.31 feet, along the quarter mile line to the point of beginning.

ALSO: From the NW corner of the NW/4 of SE/4 of Section 24, run thence N 88°17'40" E along 1/4-1/4 625.47 feet; thence S 18°24'25" E, 199.02 feet to the point of beginning; thence N 77°49'35" E, 139.00 feet; thence S 18°41'00" E, 348.68 feet to a point on northwesterly boundary of Shoal Creek Valley Road; thence S 69°02'35" W along said boundary 140.00 feet; thence N 18°24'25" W, 370.00 feet to the point of beginning.

SIGNED FOR IDENTIFICATION

  
EARL LATHEM  
  
SYLVIA E. LATHEM

2006 12013  
Recorded in the Above  
DEED Book & Page  
09-05-2006 10:34:48 AM  
Wallace Wyatt Jr - Probate Judge  
St. Clair County, Alabama  
Book/Page: 2006/12013  
Term/Cashier: N RECORDS / Amy I  
Trans: 3781-992771-151280  
Recorded: 09-05-2006 10:35:13  
CER Certification Fee  
MTX Mineral Tax  
PJF Special Index Fee  
REC Recording Fee  
Total Fees: \$ 26.04  
1.00  
12.50  
3.50  
1.00