

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A [REVISED]

ISSUED BY
STEWART TITLE ALABAMA

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Clark Partington
Issuing Office: 4725 Main Street Suite F-222, Orange Beach, AL 36561
Issuing Office's ALTA® Registry ID: 1033749
Loan ID No.: None
Commitment No.: 227001
Issuing Office File No.: 227001
Property Address: 568+/- Acres, Marshall County, Alabama

1. **Commitment Date:** January 12, 2022 at 12:00 AM

2. **Policy to be issued:**

Proposed Amount of Insurance:

- | | |
|--|--------|
| a. ALTA Owners Policy(06/17/06) | |
| Proposed Insured: To Be Determined | \$TBD |
| b. ALTA Loan Policy(06/17/06) | |
| Proposed Insured: N/A, its successors and/or assigns as their respective interests may appear. | \$0.00 |

3. **The estate or interest in the Land at the Commitment Date is:** FEE SIMPLE.

4. **The Title is, at the Commitment Date, vested in:**

Hambrick Hollow, LLC, a Florida Limited Liability Company, by a Warranty Deed from Jamestown Forestlands, LLC, a Virginia Limited Liability Company, dated 06/06/2018 and recorded in Official Records Book 6028, Page 244 on 06/18/2018, in the Probate Records of Marshall County, Alabama.

5. **The Land is described as follows:**

See Exhibit "A" attached hereto and incorporated herein.

STEWART TITLE ALABAMA

Clark, Partington, Hart, Larry, Bond & Stackhouse, P.A.
Agency No. 010334, License No. 0187872
4725 Main Street, Suite F-222
Orange Beach, AL 36561

Charles F. James IV

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 227001

010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY
STEWART TITLE ALABAMA

Requirements

File No.: 227001

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
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
6. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid.
8. 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, including the following:
 - (a) Duly authorized, executed and recorded Warranty Deed from Hambrick Hollow, LLC, a Florida limited liability company to To Be Determined.
9. The Company will require receipt and review of the Articles of Organization or Certificate of Formation, and all amendments thereto of Hambrick Hollow, LLC, A Florida Limited Liability Company and other evidence satisfactory to the Company that Hambrick Hollow, LLC, A Florida Limited Liability Company is a valid and subsisting limited liability company formed and in existence under the laws of the State of Florida, authorized to do business in the State of Florida, and any other state it transacts business, and is in good standing, and that all necessary consents, authorizations, resolutions and notices and corporate actions relating the sale and execution and delivery of the deed, as required under applicable law and said Articles of Organization or Certificate of Formation, and Operating Agreement have been conducted, given or properly authorized.

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010-UN ALTA Commitment for Title Insurance Schedule BI (07-01-2021)



10. Satisfaction of that certain Mortgage executed by Hambrick Hollow, LLC, a Florida Limited Liability Company, and Harrell Downey, a married man, to First South Farm Credit, ACA, dated 08/17/2018 and recorded in Official Records Book 6060, Page 131 on 08/28/2018, of the Probate Records of Marshall County, Alabama, in the original principal sum of \$[REDACTED].
11. Because the property exceeds more than 5 acres, a Survey is required for this transaction. *Note: A survey affidavit of no changes from the Seller will meet this requirement.* NOTE: See Surveyor's Affidavit recorded in Book 6060, Page 127.
12. We require a sworn statement from both the Seller and Purchaser that there are no unpaid or disputed real estate commission, all compensation due or to become due under any listing, agency or other brokerage agreement has been paid or has been waived in writing by the potential lien claimant, and there has been no written notice received concerning any unpaid real estate commission which could give rise to a Broker's Lien under Act #98-160, Regular Session, 1998, Alabama Legislature (Sec 35-11-450 et seq., Code of Ala., 1975).
13. Payment of all county and municipal charges and liens, including but not limited to, paving, sewer, water, and weed liens.
14. Payment of any and all Special Assessments, Bills, Charges or Municipal Liens levied and/or assessed against subject property, which are currently due and payable, if any.
15. Taxes for the year 2021, assessed under Tax ID# 10-03-07-0-000-031.000, in the gross amount of \$40.25 are shown **paid** on 12/07/2021 in the amount of \$40.25.
16. Taxes for the year 2021, assessed under Tax ID# 11-01-12-0-000-001.000, in the gross amount of \$571.20 are shown **paid** on 12/07/2021 in the amount of \$571.20.
17. Taxes for the year 2021, assessed under Tax ID# 11-06-13-0-001-002.000, in the gross amount of \$274.20 are shown **paid** on 12/07/2021 in the amount of \$274.20.
18. Taxes for the year 2021, assessed under Tax ID# 11-06-14-0-001-001.000, in the gross amount of \$90.95 are shown **paid** on 12/07/2021 in the amount of \$90.95.
19. NOTE: Before making any payments please verify information with tax collector's office.
20. Proper completion and attestation of the Real Estate Sales Validation Form and submission to the Judge of Probate in accordance with Code of Alabama (1975), Section 40-22-1.
21. Compliance with *Code of Alabama 1975*, Section 40-18-86, which provides for income tax withholding on sales or transfers of real property and associated tangible personal property by nonresidents of Alabama.
22. A final title rundown from the Effective Date hereof to the date and time of recording the Deed and/or Mortgage referred to above.
23. NOTE: The Company reserves the right to raise exceptions and requirements or determine that it will not issue a title policy based upon the details of the transaction, the review of the closing documents, and changes in recording and title searching capabilities resulting from the COVID-19 virus.

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File No.: 227001

010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY
STEWART TITLE ALABAMA

Exceptions

File No.: 227001

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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. All taxes for the year 2022 and subsequent years, not yet due and payable.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the land.
4. Rights or claims of parties in possession not recorded in the Public Records.
5. Easements, or claims of easements, not recorded in the Public Records.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not recorded in the Public Records.
7. Taxes or special assessments which are not recorded as existing liens in the Public Records.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. **INTENTIONALLY DELETED.**
10. Subject to all matters as set forth as shown on the plat as recorded in of the Probate Records of Marshall County, Alabama.
11. Blanket Right of Way Deed recorded in Official Records Book 6501, Page 329, of the Probate Records of Marshall County, Alabama.
12. Minerals and mining rights as reserved in that certain recorded in Deed Book 107, Page 518, as restated in that statutory Warranty Deed in Book 5491, Page 241 in the Office of the Judge of Probate of Marshall county, Alabama.
13. Unrecorded agreements as listed on Exhibit B in that certain Statutory Warranty Deed recorded on December 12, 2014 in Book 5491, Page 241 in the Office of the Judge of Probate of Marshall County,

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010-UN ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



Alabama.

14. Any prior reservation or conveyance, together with the release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel, in, on or under subject property.
15. Riparian rights in and to the surface.
16.
 - a) All rights of the State of Alabama and the United States, if any, in and to any navigable waterways situated on or about the Property and all navigational servitudes arising from any navigable waterways situated on or about the Property, all existing easements relating to flowage rights, locks, dams, canals or other improvements pertaining to waterways on the Property.
 - b) Riparian and other rights created by the fact that the Property may be bounded by 6. or transversed by a river.
 - c) The right, if any, of neighboring riparian owners and the public or others to use the waters of a river or the rights of the public to use the beaches or shores for recreational purposes.
 - d) Land formerly or presently comprising the shores or bottom of navigable waters or to artificial accretions or fill or rights or claims of parties to such land.
 - e) Sovereignty lands and other land which may lie beneath the ordinary high water mark as established as of the date the State of Alabama was admitted to the Union.
17. Right of Way Easement recorded in Official Records Book 361, Page 28, of the Probate Records of Marshall County, Alabama.
18. Right of Way Easement recorded in Official Records Book 566, Page 567, of the Probate Records of Marshall County, Alabama.

19. Any prior reservation or conveyance, together with the release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel, in, on or under subject property.
20. Riparian rights in and to the surface.
21. All rights of the State of Alabama and the United States, if any, in and to any navigable waterways situated on or about the Property and all navigational servitudes arising from any navigable waterways situated on or about the Property, all existing easements relating to flowage rights, locks, dams, canals or other improvements pertaining to waterways on the Property.
22. Riparian and other rights created by the fact that the Property may be bounded by 6 or transversed by a river.
23. The right, if any, of neighboring riparian owners and the public or others to use the waters of a river or the rights of the public to use the beaches or shores for recreational purposes.
24. Land formerly or presently comprising the shores or bottom of navigable waters or to artificial accretions or fill or rights or claims of parties to such land.
25. Sovereignty lands and other land which may lie beneath the ordinary high water mark as established as of the date the State of Alabama was admitted to the Union.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT A

ISSUED BY
STEWART TITLE ALABAMA

EXHIBIT A

The Land is described as follows:

A tract or parcel of land lying in Marshall County, State of Alabama, in Section 12, the N 1/2 of Section 13, and in the NE 1/4 of NE 1/4 of Section 14, Township 7 South, Range 2 East, on the shores of an inlet on the north side of Guntersville Lake, approximately 1/2 mile NE of Guntersville Dam, and more particularly described as follows:

Beginning at US-TVA Monument 139 (Coordinates: N 1,434,378; E.340,391) at the NE corner of the SE 1/4 of SE 1/4, Section 12 and in the boundary of the United States of America's land at a corner of the lands of Willie Edmonds and W.A. Patterson; thence with the United States of America's boundary South 0 deg. 57 min. West, 1325 feet to the US-TVA Monument 140 at the SE corner of Section 12; thence South 1 deg. 09 min. West, 1325 feet to the US-TVA Monument 140 at the SE corner of Section 12; thence South 1 deg. 09 min. West 652 feet to US-TVA Monument 141 at the SE corner of the NE 1/4 of NE 1/4 of NE 1/4 of Section 13; thence South 85 deg 37 min. West, 1310 feet to US-TVA Monument 142 at the SW corner of the NW 1/4 of NE 1/4 of NE 1/4 of Section 13; thence with the east line of the W 1/2 of NE 1/4 of Section 13, South 1 deg. 01 min. west, 1455 feet to US-TVA Monument 143; thence leaving the United States of America's boundary and the said east line South 89 deg. 31 min. West 2317 feet to a metal marker in the 600 foot contour on the east shore of an inlet of the lake; thence with the 600 foot contour as it meanders in a northeasterly direction to the northeast end of the inlet and thence down the northwest shore of the inlet in a southwesterly direction to a metal marker (Coordinates N 1,430,875; E 335,934); thence leaving the contour, North 89 deg. 59 min. West, 2154 feet to a metal marker in the west line of the SE 1/4 of NE 1/4, Section 14; thence North 0 deg. 01 min. East, 1743 feet to US-TVA Monument 133 at the northwest corner of the NE 1/4 of NE 1/4, Section 14 and in the boundary of the United States of America's land; thence with the United States of America's boundary North 89 deg. 03 min. East, 1337 feet to the NE corner of Section 14; thence with the north line of Section 13 due east, 1988 feet to US-TVA Monument 135; thence leaving the north line of Section 13, North 33 deg. 07 min. West, 1151 feet to US-TVA Monument 135A in the line of a bluff; thence with the line of the bluff as it meanders in a generally northerly direction approximately 2680 feet to US-TVA Monument 135B (Coordinates: N 1,435,358; E 336,650); thence leaving the bluff, South 87 deg. 58 min. East 1043 feet to US-TVA Monument 135C at the NE corner of the SW 1/4 of Section 12; thence with the west line of the NE 1/4 of Section 12 North 1 deg. 55 min. East, 775 feet passing US-TVA Monument 136 at 120 feet, to US-TVA Monument 136A in the line of a bluff; thence with the line of the bluff as it meanders in a general northeasterly direction approximately 2080 feet to US-TVA Monument 136B; thence North 89 deg. 03 min. East 539 feet to US-TVA Monument 136C in the east line of the W 1/2 of NE 1/4 of Section 12; thence with the east line of the W 1/2 of E 1/2 of Section 12 South 1 deg. 20 min. West, 1415 feet to US-TVA Monument 137; thence, leaving the said east line North 35 deg. 26 min. East, 2311 feet to US-TVA Monument 137A in the east line of Section 12; thence South 1. deg. 47 min. West, 324 feet to US-TVA Monument 138 at the SE corner of the NE 1/4 of Section 12, thence South 0 deg. 58 min. West 1309 feet to the point of beginning.

Together with the rights to an easement as set out in Book 591, Page 245, more particularity described as follows: The rights in the following easement as found in a certain deed to C.M. Self and wife, Thelma Self; and A.J. McCombs and wife, Francis McCombs; Grantors, to The Greif Bros. Cooperage Corporation, Grantee, in deed dated 03/19/1959, and recorded in Deed Book 361, page 28, in the records of Judge of Probate Court in Marshall County, Alabama, and the rights owned by The Greif Bros. Cooperage Corporation are hereby granted to Greif Bros. Corporation, the Grantee in the within deed:

Furthermore, to afford a means of ingress to and egress from the lands above described, the grantors hereby conveys to the grantee the same rights conveyed to grantors by the United States Government

Furthermore, to afford a means of ingress to and egress arum umv lands above described, the grantors hereby conveys to the grantee the same rights conveyed to grantors by the United States Govern-sent in that certain deed dated September 10, 1958, granting the right to construct, maintain, and use a road on, over, and across those portions of a strip of land lying without the boundaries of the above described land, the said strip being 50 feet

EXHIBIT A

(Continued)

wide, lying 25 feet on each side of a line described as follows: Beginning at a point in the boundary of the above described land N. 89° 59' W., 25 feet from the metal marker at the east end of that course identified in the above metes and bounds description by a bearing and distance of N. 89° 59' W., 2154 feet; thence generally along the lakeward boundaries of the above described land approximately along the following bearings and distances: N. 22° E. 170 feet, S. 88° E. 120 feet, N. 35° E. 200 feet, N. 50° E. 215 feet, N 36° E. 230 feet, N. 35° E. 245 feet, N. 55° E. 230 feet, N. 48° E. 220 feet, N. 50° E. 110 feet, N. 12° E. 210 feet, N. 78° E. 220 feet, N. 70° E. 185 feet, N. 49° E. 195 feet, N. 50° E. 145 feet, N. 48° E. 120 feet, S. 59° E. 135 feet, S. 24° W. 275 feet, S. 40° W. 215 feet, S. 36° W. 345 feet, S. 47° W. 190 feet, S. 23° W. 255 feet, S. 37° W. 265 feet, S. 36° W. 170 feet, S. 47° W. 290 feet, S. 30° W. 195 feet to a point in the boundary of the described land at or near the west end of that course identified in the above metes and bounds description by a bearing and distance of S. 89° 31' W. 2317 feet; together with the right to do the necessary work of construction and maintenance of said road and the necessary work in connection with the maintenance of any drainage ditches and other road appurtenances on land lying outside of but adjacent to the limits of the right of way; PROVIDED, however, that any road constructed over the right of way described herein shall be constructed to a minimum top elevation less than 600 feet above mean sea level.

As Per Tract 113 A, Purchase H-8290

Section 12, Township 7 South, Range 2 East:

The NE 1/4 of the NE 1/4, less 2 acres more or less in SE corner and Northwest diagonal half of the SE 1/4 of the NE 1/4,

LESS AND EXCEPT 2 acres more or less, all in Section 12, Township 7 South, Range 2 East, more fully described as follows: Beginning at SW corner of NE 1/4 of the NE 1/4, TVA Station No. 136 C, thence South 1 deg. 20 min. West 1415 feet to Station No. 137, thence North 35 deg. 26 min. East. 2311 feet to TVA Station No. 137 A, thence North along Section line to the Northeast Corner of Section 12, thence West along Section line to Northwest corner of NE 1/4 of the NE 1/4, thence South along 40 line to TVA Station No. 136 C point of beginning.

Section 7, Township 7 South Range 3 East:

N 1/2 of the SW 1/4 of the NW 1/4.

All lying in Marshall County, Alabama:

Marshall County, Alabama

02:08:2021 10:34:55 AM

3221073

Book: 6501 Page: 329 #Pgs: 25

RIGHT OF WAY by DC

RECORDING: \$115.00 Deed/MTG/OTH: \$0.00

FIRST PG: \$3.00 ADDL PG: \$72.00

INDEX FEE: \$1.00 PROBATE FEE: \$5.00

Total Fees: \$115.00

ANDREA LeCROY, Judge of Probate

Space above this line for recording data

BLANKET RIGHT-OF-WAY DEED FOR PUBLIC ROAD AND UTILITIES

STATE OF ALABAMA)

COUNTY OF MARSHALL)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One And No/100 (\$1.00) Dollars and other good and valuable consideration to the undersigned in hand paid by MARSHALL COUNTY, ALABAMA, a political subdivision of the State of Alabama, the receipt whereof is hereby acknowledged, and for further consideration of the benefit accruing to the undersigned and to the public from the construction or improvement of a public road and the supplying of water through our land, in Marshall County, do hereby give, grant, bargain, sell, and convey unto MARSHALL COUNTY, ALABAMA its successors or assigns, a right-of way hereinafter described, over and across our said land in Marshall County, Alabama, for a public road and/or utilities; which right-of-way shall be Thirty-Feet (30') in width on each side of the center line of Bishop Mountain Road, as it is now located, for the following road and/or utilities project:

BISHOP MOUNTAIN ROAD

Or other wise across land owned by the undersigned necessary for the purpose of supplying water to or from land served by the BISHOP MOUNTAIN ROAD WATER PROJECT.

TO HAVE AND TO HOLD by MARSHALL COUNTY, ALABAMA, or its assigns, and for and in consideration of the benefit to our property by reason of the construction or improvement of said road and for locating utility services. We hereby release MARSHALL COUNTY, and all its employees and officers, and the State of Alabama and all 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 locating utility services, and is hereby admitted and acknowledged that said road and utility services being located adjacent and/or through our property is a benefit to our property.

Fences or other structures in place in the sixty-foot (60') right-of-way and beyond construction limits, are to remain in place until the fence has to be replaced, structure has to be rebuilt, or the project is reconstructed to higher standards, in which case the fences and structures will be moved to a location outside the limits of the acquired right-of-way.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this the 29th day of Jan, 2021.

Bishop Mountain Alabama's Blanket Right of Way
Marshall County, Alabama

Page 1 of 25

Donnie R. Roberts
DONNIE R. ROBERTS

Rhonda M. Roberts
RHONDA M. ROBERTS

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **TERRY BRIDGES and RITA JAN BRIDGES**, whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced Al. D. License as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30th day of January, 2021.
30th

Matthew Elliott
NOTARY PUBLIC
My Commission Expires: Nov. 12, 2024



Franklin Cabler by his Attorney in
Fact Amy Hawk

FRANKLIN CABLER by his Attorney in Fact
AMY HAWK

Grantor herein certifies that Patsy Cabler departed this life on January 13, 2021.

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **FRANKLIN CABLER by his Attorney in Fact, AMY HAWK**, whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced AL Driv Lic. as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of January, 2021.

Kimberly E. Landry
NOTARY PUBLIC

My Commission Expires: 5-18-22



Kathy W. McMurry
KATHY W. McMURRY, Personal
Representative of the Estate of JOHNNY R.
PEGUS, Deceased; Marshall County Probate
Case No: _____

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **KATHY W. McMURRY, Personal Representative of the Estate of JOHNNY R. PEGUS, JR, Deceased** whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced AL. D. Lince as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30th day of January, 2021.



Matthew Elliott
NOTARY PUBLIC
My Commission Expires: Nov. 12, 2024

Thomas E Butler Jr
THOMAS E. BUTLER, JR.

Nancy H Butler
NANCY H. BUTLER

Albert G Butler Sr.
ALBERT G. BUTLER, SR.

Karen C. Butler
KAREN C. BUTLER

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **THOMAS E. BUTLER, JR., NANCY H. BUTLER, ALBERT G. BUTLER, SR., and KAREN C. BUTLER**, whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced AL.D. Gense as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30th day of January, 2021.



Matthew Elliott
NOTARY PUBLIC
My Commission Expires: Nov. 12, 2024

THA BUTLER, LLC

Albert G. Butler Sr.
By: Albert G. Butler Sr. Pres. THA Butler LLC

Its: Managing Member

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Albert G. Butler as **Managing Member of THA BUTLER, LLC** whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced A.D. License as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30th day of January, 2021.



Matthew Elliott
NOTARY PUBLIC
My Commission Expires: Nov. 12, 2024

Barbara Ann W. Bigelow
BARBARA ANN W. BIGELOW

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **BARBARA ANN W. BIGELOW**, whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced AL.D.L. license as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of January, 2021.



Matthew Elliott
NOTARY PUBLIC
My Commission Expires: Nov. 12, 2024

Howard E. Jacobs
HOWARD E. JACOBS

Laura D. Jacobs
LAURA D. JACOBS

STATE OF ALABAMA

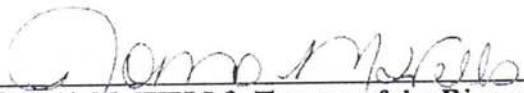
COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **HOWARD E. JACOBS and LAURA D. JACOBS**, whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced A.D. Lince as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of January, 2021.



Matthew Elliott
NOTARY PUBLIC
My Commission Expires: Nov. 12, 2024


NORMA M. WELLS, Trustee of the Riverview
Trust

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **NORMA M/ WELLS, Trustee of The Riverview Trust** whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced _____ as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 31st day of January, 2021.


NOTARY PUBLIC
My Commission Expires 4/3/22


HAMBRICK HOLLOW, LLC

James Downey
By: Harrell Downey

Its: Managing Member

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Harrell Downey as Managing Member of HAMBRICK HOLLOW, LLC whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced FL DL as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 31st day of Jan, 2021.

James Downey
NOTARY PUBLIC
My Commission Expires: 12/31/22
ALABAMA STATE AT LARGE

Benny G. Seals
BENNY G. SEALS

Marion E. Seals
MARION E. SEALS

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **BENNY G. SEALS and MARION E. SEALS**, whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced AL D. License as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of January, 2021.



Matthew Elliott
NOTARY PUBLIC
My Commission Expires: Nov. 12, 2024

Gary Wayne McKee
GARY WAYNE MCKEE

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **GARY WAYNE MCKEE**, whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced Al. D. License as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of January, 2021.



Matthew Elliott
NOTARY PUBLIC
My Commission Expires: Nov. 12, 2024

Terry Bridges
TERRY BRIDGES

Rita J. Bridges
RITA JAN BRIDGES

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **TERRY BRIDGES and RITA JAN BRIDGES**, whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced _____ as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of January, 2021.



Matthew Elliott
NOTARY PUBLIC
My Commission Expires: Nov. 12, 2024

Kathy Marie Samples
KATHY MARIE SAMPLES

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **KATHY MARIE SAMPLES**, whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced A. D. House as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of January, 2021.

Matthew Elliott
NOTARY PUBLIC
My Commission Expires: Nov. 12, 2024



Thomas Ray Samples
THOMAS RAY SAMPLES, Personal
Representative of the Estate of Carl F. Wright,
Deceased; Marshall County Probate Case No:
20-466

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **THOMAS RAY SAMPLES, Personal Representative of the Estate of Carl F. Wright, Deceased**, whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced Al. D. L. L. L. identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of January, 2021.



Matthew Elliott
NOTARY PUBLIC
My Commission Expires: Nov. 12, 2024

Lyndon Johnson
LYNDON JOHNSON

STATE OF ALABAMA

COUNTY OF MARSHALL

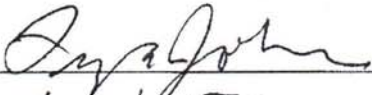
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **LYNDON JOHNSON**, whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced AL. D. Gonzales identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of January, 2021.



Matthew Elliott
NOTARY PUBLIC
My Commission Expires: Nov. 12, 2024

THE RIVERVIEW RESERVE, LLC


By: Lyndon Johnson

Its: Managing Member

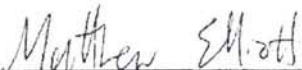
STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lyndon Johnson as **Managing Member of THE RIVERVIEW RESERVE, LLC** whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced AL D. LIZONE as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of January, 2021.




NOTARY PUBLIC
My Commission Expires: Nov. 12, 2024

TROUP FAMILY LIMITED PARTNERSHIP

John E. Troup
By: John E. Troup

Its: GENERAL PARTNER

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John E. Troup as General Partner of TROUP FAMILY LIMITED PARTNERSHIP whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced AL D. license as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of January, 2021.



Matthew Elliott
NOTARY PUBLIC
My Commission Expires: Nov. 12, 2024

William Shane Parker
WILLIAM SHANE PARKER

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **WILLIAM SHANE PARKER**, whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced Ala. D. License as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of January, 2021.



Matthew Elliott
NOTARY PUBLIC
My Commission Expires: Nov. 12, 2024

Gerald W. Whitaker
GERALD W. WHITAKER

Rebecca H. Whitaker
REBECCA H. WHITAKER

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **GERALD W. WHITAKER and REBECCA H. WHITAKER**, whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced Ala. License as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

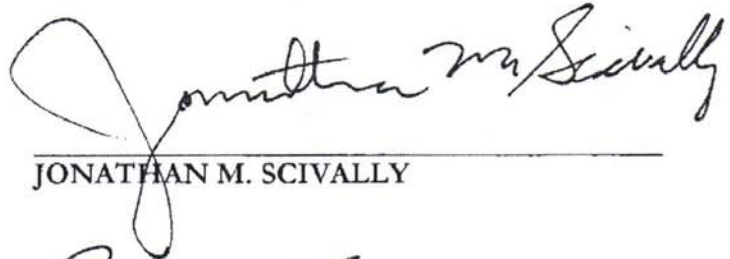
Given under my hand and official seal this the 29th day of January, 2021.




Matthew Elliott
NOTARY PUBLIC
My Commission Expires: Nov. 12, 2024



VICTORIA TAYLOR



JONATHAN M. SCIVALLY



REBECCA TAYLOR



DONALD C. TAYLOR

STATE OF ALABAMA

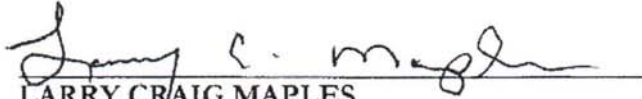
COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **VICOTRIA TAYLOR, JONATHAN M. SCIVALLY, REBECCA TAYLOR, and DONALD C. TAYLOR**, whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced AL DL as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8th day of February, 2021.



CLINT L. MILLER
NOTARY PUBLIC
My Commission Expires: 4/3/22
PUBLIC
ALABAMA STATE AT LARGE


LARRY CRAIG MAPLES

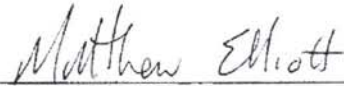
STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **LARRY CRAIG MAPLES**, whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced Ala. License as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of January, 2021.




NOTARY PUBLIC
My Commission Expires: Nov. 12, 2024

William Joel Stapler
WILLIAM JOEL STAPLER

Alice Stapler
ALICE STAPLER

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **WILLIAM JOEL STAPLER and ALICE STAPLER**, whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced Al O. Gimp as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of January, 2021.



Matthew Elliott
NOTARY PUBLIC
My Commission Expires: Nov. 12, 2024

Janet Rose Bearden
JANET ROSE BEARDEN

STATE OF ALABAMA

COUNTY OF MARSHALL

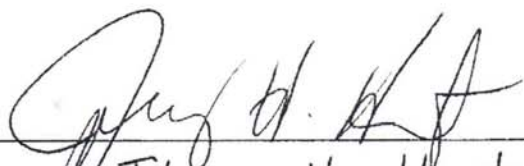
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **JANET ROSE BEARDEN**, whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced A.D. License as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of January, 2021.



Matthew Elliott
NOTARY PUBLIC
My Commission Expires: Nov. 12, 2024

MARSHALL COUNTY EMERGENCY
TELEPHONE SERVICES, INC

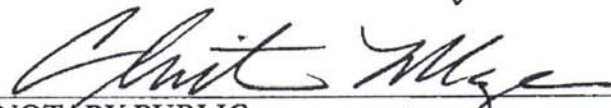

By: Johnny H. Hart
Its: Director

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Johnny H. Hart as Director of **MARSHALL COUNTY EMERGENCY TELEPHONE SERVICES, INC.**, whose name(s) is/are signed to the foregoing conveyance, and who is/are personally known to me, or who produced — as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 1st day of February, 2021.


NOTARY PUBLIC
My Commission Expires: 4/3/22

WARRANTY DEED-TVA 532-Tennessee Valley Authority

WARRANTY DEED

GR 1851
GR1852THE STATE OF ALABAMA }
COUNTY OF MARSHALLKNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Nine Hundred Fifty
two and 81/100 (\$952.81) dollars,

cash in hand paid to the undersigned by the United States of America, the receipt of which is hereby acknowledged, we the undersigned grantors,

V.W.Morrow and wife, Dona L.Morrow

have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the United States of America, the following described tractor parcel of land, lying and being in
 Ma shall
 County, Alabama,
 and more particularly bounded and described as follows:

Tract GR 1851.

A tract of land lying in Marshall County, State of Alabama, on the right side of the Tennessee River, in section 12, township 7 south, range 2 east, and more particularly described as follows;

Beginning at the point of intersection of the Old Indian School or 12 Mile line and the south line of section 12, 1985 feet east of the southwest corner of section 12, a corner of the lands of Mack Hardin, Walter C. Lusk, and L.E. Hereford (Agent); thence with L.E. Hereford's line N. 33° 00' W., 1165 feet to a point on a bluff; thence with the line of the Bluff as it meanders in a northerly direction approximately 2800 feet to a pine stake in a public road, a corner of the lands of L.E. Hereford (Agent), Walter C. Lusk, and Rush Parcus; thence with Rush Parcus' line N. 87° 00' E., 1150 feet to the northeast corner of the SW 1/4 of section 12; thence N. 2° 00' E., 120 feet to a blazed poplar tree; thence N. 2° 00' E., 550 feet to a point at the top of a bluff, a corner of the lands of Rush Parcus, and L.J. Lewis, thence with L.J. Lewis' line and the top of the Bluff as it meanders in a northeasterly direction approximately 2030 feet to a point; thence, leaving the top of the bluff, N. 89° 00' E., 525 feet to the northeast corner of the SW 1/4 of the NE 1/4 of section 12, a corner of the lands of L.J. Lewis, and Bob Parcus, thence with Bob Parcus' line S. 4° 00' W., 1535 feet to a stone on the old Indian School or 12 mile line, a corner of the lands of Bob Parcus, V.W. Morrow (an adjoining tract), and Mack Hardin; thence with Mack Hardin's line and the Old Indian school line S. 35° 00' W., 3360 feet to the point of beginning.

The above described land contains 111 acres, more or less, subject to such rights as may be vested in the public to a portion of a road, and is known as Tract No. GR 1851 as shown on Map No. S-4159-5.4, prepared by the engineers of the Tennessee Valley Authority.

Tract No. GR 1852;

A tract of land lying in Marshall County, State of Alabama, on the right side of the Tennessee River, in the E 1/2 of the E 1/2 of section 12, township 7 south, range 2 east, and more particularly described as follows;

Beginning at a stone at the southeast corner of the NE 1/4 of the SE 1/4 of section 12, a corner to the land of Mack Hardin, thence with Mack Hardin's line and the south line of the NE 1/4 of the SE 1/4 of section 12, S. 82° 00' W., 1320 feet to a cedar stake in a pile of stones at the southwest corner of the NE 1/4 of the SW 1/4 of section 12, thence with the west line of the E 1/2 of the E 1/2 of section 12, N. 1° 00' W., 1210 feet to a stone on the Old Indian School or 12 mile line, a corner of the lands of Mack Hardin, V.W. Morrow (an adjoining tract), and Bob Parcus, thence with Bob Parcus' line and the Old Indian School line N. 35° 00' E. 2430 feet to a stake in the east line of section 12; thence with the east line of section 12, south 3025 feet to the point of beginning.

The above described land contains 64.4 acres, more or less, and is known as Tract No. GR 1852, as shown on Map S-4159-5.4, prepared by the Engineers of the Tennessee Valley Authority.



To HAVE AND TO HOLD the said tract or parcel of land unto the said United States of America, its successors and assigns, in fee simple forever; and for the consideration aforesaid, we do for ourselves, for our heirs, executors and administrators, successors and assigns, covenant to and with the said United States of America that we are lawfully seized and possessed in fee simple of said tract or parcel of land; that we have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

It is understood and agreed that wherever in this instrument the singular number is used, it applies to the plural if and when necessary, and that when the plural is used, the plural likewise applies to the singular if and when necessary.

IN WITNESS WHEREOF We have hereunto set our hands and seals on this the 5 day of January 1939.

V.W.Morrow

Dona L.Morrow

THE STATE OF ALABAMA }
COUNTY OF MARSHALL

I, L.S.Long, Justice of the Peace, a Notary Public, in and for said County, in said State, hereby certify that

V.W.Morrow and wife Dona L.Morrow, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 5th day of January, 1939.

L.S.Long, Justice of the Peace
Notary Public.

Seal.

THE STATE OF ALABAMA }
COUNTY OF MARSHALL

I, L.S.Long, Justice of the Peace, a Notary Public, in and for said County, in said State, do hereby certify that

on the 5th day of January, 1939, came before me the within named Dona L.Morrow, V.W.Morrow known to me (or made known to me) to be the wife of the within named V.W.Morrow who, being by me examined separate and apart from the husband touching her signature to the within deed, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand and official seal of office this the 5th day of January, 1939.

L.S.Long, Justice of the Peace
Notary Public.

Seal.

THE STATE OF ALABAMA }
COUNTY OF MARSHALL

I, a Notary Public, in and for said County, in said State, hereby certify that

whose name as a corporation, is signed to the foregoing 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 corporation.

Given under my hand and official seal of office this the day of 1939.

Notary Public.

THE STATE OF ALABAMA }
COUNTY OF MARSHALL

I, a Notary Public, in and for said County, in said State, hereby certify that

whose name as is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the day of 1939.

Notary Public.

THE STATE OF ALABAMA }
Marshall County

I hereby certify that the within conveyance was filed in my office for record on the 16th day of August, 1939, at 12:30 P.M., and duly recorded in Volume 107 of Deeds, page 518, on the 22 day of Aug., 1939.

R.H.Williams

Judge of Probate.

Fee \$ 1.50

This instrument prepared by:

Adams and Reese LLP
1018 Highland Colony Parkway
Suite 800
Ridgeland, MS 39157
Attn: Gee Ogletree

736.50
33.00
1.00
5.00

775.50

When recorded return to:

First American Title Insurance Company
Kevin W Wood
VP/Counsel
First American Title
National Commercial Services
Six Concourse Parkway, Ste 2000
Atlanta GA 30328

Marshall County, Alabama
2014 December -12 12:00PM
Inst Book Page Pages
3122550 5491 241 11
-----DEED-----
DEED TAX 736.50 FIRST PAG 3.00
ADDITIONA 30.00 INDEX FEE 1.00
PROBATE F 5.00
Total Fees ----- 775.50
Tim Mitchell Judge of Probate

STATE OF ALABAMA

COUNTY OF MARSHALL

STATUTORY WARRANTY DEED
(Alabama)

KNOW ALL MEN BY THESE PRESENTS:

That FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, **SOTERRA LLC**, a Delaware limited liability company, duly authorized to do business in the State of Alabama, hereinafter referred to as the "**Grantor**," does hereby GRANT, BARGAIN, SELL and CONVEY unto **JAMESTOWN FORESTLANDS LLC**, a Virginia limited liability company, duly authorized to do business in the State of Alabama, hereinafter referred to as the "**Grantee**," its successors and assigns, subject to the Reservations, and the Permitted Encumbrances, the real property situated, lying and being in the County of Marshall and State of Alabama, as described on **Exhibit A** attached hereto and incorporated herein by reference for all purposes, together with (a) all improvements thereon, (b) all timber growing, standing or lying, (c) all roads, bridges and other improvements and fixtures

thereon, (d) all vegetation of any kind located thereon, (e) Grantor's right, title and interest, if any, in and to all other privileges, appurtenances, easements and other rights appertaining thereto not specifically reserved by Grantor (including, without limitation, carbon sequestration rights and rights to development, air, riparian, groundwater, water stock and biomass owned by Grantor, if any); and (f) all sand, rock and gravel located thereon (collectively, the "Property").

The Property is sold and conveyed to Grantee subject to the matters of title including Grantor's Reserved Rights (as defined herein) and the Permitted Encumbrances (collectively the "**Permitted Encumbrances**") described in Exhibit B attached hereto and incorporated herein by references for all purposes.

Grantor hereby reserves from this conveyance of the Property for Grantor, its successors and assigns Grantor's Reserved rights (collectively "**Grantor's Reserved Rights**"), being: (1) all oil, gas and other minerals of any kind and nature; (2) coal and lignite, including coal bed methane and coal seam gas; and (3) a non-participating 40% royalty right in any water used for commercial purposes (being any purpose whatsoever other than non-commercial residential or non-commercial agricultural purposes used exclusively on the Properties owned by Grantee or Grantee's successors and/or assigns who are using the water at the time of such use) on the Property being sold. For the purpose of clarity, non-participating 40% royalty shall mean the Grantor shall not have the right to participate in the control or any decision as to the use of such water with the Grantor's rights being limited to payment of 40% royalty of such water.

TO HAVE AND TO HOLD the Property, together with the privileges and appurtenances thereunto properly belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever

lawfully claiming, or to claim the same, or any part thereof, by, through and under Grantor, but not otherwise, and subject to the Grantor's Reserved Rights and the Permitted Encumbrances.

When the context requires in this deed or its exhibits, singular nouns and pronouns include the plural and plural nouns and pronouns include the singular. "Including" or "include" as used in this deed or its exhibits, means including without limiting the generality of any description proceeding such term.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS the signature of Grantor, this the 7th day of November, 2014 but effective as of the 13th day of November, 2014.

GRANTOR:

SOTERRA LLC

a Delaware limited liability company

By: Matthew B. Bonham
Matthew B. Bonham, Vice President
and General Manager

STATE OF MISSISSIPPI

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **Matthew B. Bonham**, whose name as **Vice President and General Manager** of Soterra LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he with full authority as such officer, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal on this 7th day of November, 2014.

Betty Ann E. Jeffcoats
NOTARY PUBLIC

My Commission Expires:



Address of Grantor:

Soterra LLC
425 Winter Road
Delaware, OH 43015
Attn: Matthew B. Bonham
Telephone: (601) 933-0259

Address of Grantee:

Jamestown Forestlands LLC
654 North State Street
Jackson, MS 39202
Attn: Mr. Bob Lyle
Telephone: (601) 352-7463

EXHIBIT "A"
LEGAL DESCRIPTION
Marshall County, AL

Parcel:

As per TRACT 113 A, Purchase H-8213

A tract of land lying in Marshall County, State of Alabama, in Section 12, the N 1/2 of Section 13, and the NE 1/4 of NE 1/4 of Section 14, Township 7 South, Range 2 East, on the shores of an inlet on the north side of Guntersville Lake, approximately 1/2 mile NE of Guntersville Dam, and more particularly described as follows:

Beginning at US-TVA Monument 139 (Coordinates: N. 1,434,378; E. 340,391) at the NE corner of the SE 1/4 of SE 1/4, Section 12 and in the boundary of the United States of America's land at a corner of the lands of Willie Edmonds and W. A. Patterson; thence with the United States of America's boundary South 0 deg. 57 min. West, 1325 feet to the US-TVA Monument 140 at the SE corner of Section 12; thence South 1 deg. 09 min. West, 652 feet to US-TVA Monument 141 at the SE corner of the NE 1/4 of NE 1/4 of NE 1/4 of Section 13; thence South 85 deg. 37 min. West, 1310 feet to US-TVA Monument 142 at the SW corner of the NW 1/4 of NE 1/4 of NE 1/4 of Section 13; thence with the east line of the W 1/2 of NE 1/4 of Section 13, South 1 deg. 01 min. West, 1455 feet to US-TVA Monument 143; thence, leaving the United States of America's boundary and the said east line, South 89 deg. 31 min. West, 2317 feet to a metal marker in the 600 foot contour on the east shore of an inlet of the lake; thence with the 600 foot contour as it meanders in a northeasterly direction to the northeast end of the inlet and thence down the northwest shore of the inlet in a southwesterly direction to a metal marker (Coordinates: N. 1,430,875; E. 335,934); thence, leaving the contour, North 89 deg. 59 min. West, 2154 feet to a metal marker in the west line of the SE 1/4 of NE 1/4, Section 14; thence North 0 deg. 01 min. East, 1743 feet to US-TVA Monument 133 at the northwest corner of the NE 1/4 of NE 1/4, Section 14 and in the boundary of the United States of America's land; thence with the United States of America's boundary North 89 deg. 03 min. East, 1337 feet to the NE corner of Section 14; thence with the north line of Section 13 due east, 1988 feet to US-TVA Monument 135; thence leaving the north line of Section 13, North 33 deg. 07 min. West, 1151 feet to US-TVA Monument 135A in the line of a bluff; thence with the line of the bluff as it meanders in a generally northerly direction approximately 2680 feet to US-TVA Monument 135B (Coordinates: N. 1,435,358; E. 336,650); thence, leaving the bluff, South 87 deg. 58 min. East, 1043 feet to US-TVA Monument 135C at the NE corner of the SW 1/4 of Section 12; thence with the west line of the NE 1/4 of Section 12 North 1 deg. 55 min. East, 775 feet, passing US-TVA Monument 136 at 120 feet, to US-TVA Monument 136A in the line of a bluff; thence with the line of the bluff as it meanders in a general northeasterly direction approximately 2080 feet to US-TVA Monument 136B; thence North 89 deg. 03 min. East, 539 feet to US-TVA Monument 136C in the east line of the W 1/2 of NE 1/4 of Section 12; thence with the east line of the W 1/2 of E 1/2 of Section 12, South 1 deg. 20 min. West, 1415 feet to US-TVA Monument 137; thence, leaving the said east line North 35 deg. 26 min. East, 2311 feet to US-TVA Monument 137A in the east line of Section 12; thence South 4 deg. 47 min. West, 324 feet to US-TVA Monument 138 at the SE corner of the NE 1/4 of Section 12; thence South 0 deg. 58 min. West 1309 feet to the point of beginning.

Together with the rights to an easement as set out in Book 591, Page 245, more particularly described as follows:

The rights in the following easement as found in a certain deed to C. M. Self and wife, Thelma Self; and A. J. McCombs and wife, Francis McCombs: Grantors, to The Greif Bros. Cooperage Corporation, Grantee, in deed dated March 19, 1959, and recorded in Deed Book 361, Page 28, in the records of Judge of Probate Court in Marshall County, Alabama, and the rights owned by The Greif Bros. Cooperage Corporation are hereby granted to Greif Bros. Corporation, the Grantee in the within deed:

Furthermore, to afford a means of ingress to and egress from the lands above described, the grantors hereby conveys to the grantee the same rights conveyed to grantors by the United States Government in that certain deed dated September 10, 1958, granting the right to construct, maintain, and use a road on, over, and across those portions of a strip of land lying without the boundaries of the above described land, the said strip being 50 feet wide, lying 25 feet on each side of a line described as follows: Beginning at a point in the boundary of the above described land N. 89° 59' W., 25 feet from the metal marker at the east end of that course identified in the above metes and bounds description by a bearing and distance of N. 89° 59' W., 2154 feet; thence generally along the lakeward boundaries of the above described land approximately along the following bearings and distances: N. 22° E. 170 feet, S. 88° E. 120 feet, N. 35° E. 200 feet, N. 50° E. 215 feet, N. 36° E. 230 feet, N. 35° E. 245 feet, N. 55° E. 230 feet, N. 48° E. 220 feet, N. 50° E. 110 feet, N. 12° E. 210 feet, N. 78° E. 220 feet, N. 70° E. 185 feet, N. 49° E. 195 feet, N. 50° E. 145 feet, N. 48° E. 120 feet, S. 59° E. 135 feet, S. 24° W. 275 feet, S. 40° W. 215 feet, S. 36° W. 345 feet, S. 47° W. 190 feet, S. 23° W. 255 feet, S. 37° W. 265 feet, S. 36° W. 170 feet, S. 47° W. 290 feet, S. 30° W. 195 feet to a point in the boundary of the described land at or near the west end of that course identified in the above metes and bounds description by a bearing and distance of S. 89° 31' W. 2317 feet; together with the right to do the necessary work of construction and maintenance of said road and the necessary work in connection with the maintenance of any drainage ditches and other road appurtenances on land lying outside of but adjacent to the limits of the right of way; PROVIDED, however, that any road constructed over the right of way described herein shall be constructed to a minimum top elevation of not less than 600 feet above mean sea level.

As Per TRACT 113 A, Purchase H-8290

Section 12, Township 7 South, Range 2 East:

The NE 1/4 of the NE 1/4, less 2 acres more or less in SE corner and Northwest diagonal half of the SE 1/4 of the NE 1/4,

LESS AND EXCEPT 2 acres more or less, all in Section 12, Township 7 South, Range 2 East, more fully described as follows: Beginning at SW corner of NE 1/4 of the NE

1/4, TVA Station No. 136 C, thence South 1 deg. 20 min. West 1415 feet to Station No. 137, thence North 35 deg. 26 min. East 2311 feet to TVA Station No. 137 A, thence North along Section line to the Northeast Corner of Section 12, thence West along Section line to Northwest corner of NE 1/4 of the NE 1/4, thence South along 40 line to TVA Station No. 136 C point of beginning.

Section 7, Township 7 South, Range 3 East:

N 1/2 of the SW 1/4 of the NW 1/4.

All lying in Marshall County, Alabama.

Exhibit B
(Permitted Encumbrances)

The following Permitted Encumbrances are applicable to all of the Property:

- (i) liens for Taxes, assessments and other governmental charges which are not yet due and payable as of the Closing;
- (ii) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Property;
- (iii) riparian rights, being to the extent a tract included in the Properties is bounded or traversed by a river, stream, branch or lake:
 - a. the rights of upper and lower riparian owners and the rights of others to navigate such river or stream;
 - b. the right, if any, of neighboring riparian owners and the public or others to use any public waters, and the right, if any, of the public to use the beaches or shores for recreational purposes;
 - c. any claim of lack of title to the Properties formerly or presently comprising the shores or bottomland of navigable waters or as a result of the change in the boundary due to accretion or avulsion; and,
 - d. any portion of the Properties which is sovereignty lands or any other land that may lie within the bounds of navigable rivers as established by applicable law.
- (iv) title to that portion of the Property, if any, lying below the mean high water mark of abutting tidal waters;
- (v) all easements, rights-of-way, licenses and other such similar encumbrances apparent or of record which would be disclosed by an accurate survey or inspection of the Property;
- (vi) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;
- (vii) all encroachments, overlaps, boundary line disputes, shortages in area, persons in possession, cemeteries and burial grounds and other matters not of record, which would be disclosed by an accurate survey or inspection of the Property;

- (viii) prior reservations or conveyances of mineral rights or mineral leases of every kind;
- (ix) any loss or claim due to lack of access to any portion of the Property;
- (x) the unrecorded agreements listed on this **Exhibit B**;
- (xi) Grantor's Reserved Rights set forth above.

The following Permitted Encumbrances are applicable to the specific tracts of the Property listed below:

As to Specific Tracts:

Items 1 through 9 - INTENTIONALLY OMITTED

As per TRACT 113A, Purchase H-8213

- 10. Right of Way granted to Huntsville Utilities as set out in Deed Book 566, page 567, in the Probate Office of Marshall County, Alabama.
- 11. Minerals and mining rights as reserved in that certain deed recorded in Deed Book 107, page 518, in the Probate Office of Marshall County, Alabama.

As per TRACT 113A, Purchase H-8290

There are no specific exceptions relating to this purchase number.

1.00
21.00
1.00
5.00

28.00

Marshall County, Alabama
2014 December -12 12:02PM
Inst Book Page Pages
3122551 5491 252 7
-----QUITCLAIM DEED-----
DEED TAX 1.00 FIRST PAG 3.00
ADDITIONA 18.00 INDEX FEE 1.00
PROBATE F 5.00
Total Fees ----- 28.00
Tim Mitchell Judge of Probate

THIS INSTRUMENT PREPARED BY:

Adams and Reese LLP
1018 Highland Colony Parkway, Suite 800
Ridgeland, MS 39157
(601) 292-0740
Attn: Gee Ogletree

WHEN RECORDED RETURN TO:

First American Title Insurance Company
National Commercial Services
Six Concourse Parkway, Suite 2000
Atlanta, Georgia 30328
(770) 390-6529
Attn: Vicky Griffin

GRANTOR:

Soterra LLC
425 Winter Road
Delaware, OH 43015

GRANTEE:

Jamestown Forestlands LLC
654 North State Street
Jackson, MS 39202

STATE OF ALABAMA
COUNTY OF MARSHALL

QUITCLAIM DEED OF RESERVED WATER RIGHTS

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **SOTERRA LLC**, a Delaware limited liability company, duly authorized to do business in the State of Alabama, hereinafter referred to as the "**Grantor**," does hereby REMISE, RELEASE, QUITCLAIM and CONVEY unto **JAMESTOWN FORESTLANDS LLC**, a Virginia limited liability company, duly authorized to do business in the State of Alabama, hereinafter referred to as the "**Grantee**," the following Reserved Water Rights more particularly described on Exhibit "A" attached hereto and incorporated herein by

reference pertaining to the following land lying and being situated in Marshall County, State of Alabama, being more particularly described on Exhibit "B" attached hereto and incorporated herein by reference. To have and to hold to the said Grantee, its successors and assigns forever.

For informational purposes, the fee simple interest in the land described on Exhibit "B" (excluding other reserved rights not described on Exhibit "A" and subject to the Permitted Encumbrances applicable thereto) is simultaneously being conveyed by Grantor to Grantee by separate Statutory Warranty Deed of even date. It is the intention of the Grantor that the effect of this instrument is that Grantor shall not have any rights to the Reserved Water Rights applicable to the property described on Exhibit "B" attached hereto with Grantee having the full rights thereto as if the same had not been reserved by Grantor in the Statutory Warranty Deed pertaining to the property described on Exhibit "B" attached hereto. Nothing in this instrument shall be construed to convey Grantee any of the Reserved Rights under the Statutory Warranty Deed other than the Reserved Water Rights described on Exhibit "A" or any Reserved Water Rights as to any property other than that described on Exhibit "B" attached hereto.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS the signature of Owner/Grantor, on this the 7th day of November, 2014.

OWNER:/ GRANTOR

SOTERRA LLC

a Delaware limited liability company

By: *Matthew B. Bonham*
Matthew B. Bonham, Vice President
and General Manager

STATE OF MISSISSIPPI

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **Matthew B. Bonham**, whose name as **Vice President and General Manager** of Soterra LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he with full authority as such officer, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal on this 7th day of November, 2014.

Betty Ann E. Jeffcoats
NOTARY PUBLIC

My Commission Expires:



Exhibit "A"

(Description of Reserved Water Rights Being Conveyed)

All Grantor's Reserved Water Rights in that certain Statutory Warranty Deed of even date by Grantor to Grantee applicable to the property described on Exhibit "B" attached hereto, being more particularly described as "a non-participating 40% royalty right in any water used for commercial purposes (being any purpose whatsoever other than non-commercial residential or non-commercial agricultural purposes used exclusively on the Properties owned by Grantee or Grantee's successors and/or assigns who are using the water at the time of such use) on the Properties."

Exhibit "B"
(Legal Description)

As per TRACT 113 A, Purchase H-8213

A tract of land lying in Marshall County, State of Alabama, in Section 12, the N 1/2 of Section 13, and the NE 1/4 of NE 1/4 of Section 14, Township 7 South, Range 2 East, on the shores of an inlet on the north side of Guntersville Lake, approximately 1/2 mile NE of Guntersville Dam, and more particularly described as follows:

Beginning at US-TVA Monument 139 (Coordinates: N. 1,434,378; E. 340,391) at the NE corner of the SE 1/4 of SE 1/4, Section 12 and in the boundary of the United States of America's land at a corner of the lands of Willie Edmonds and W. A. Patterson; thence with the United States of America's boundary South 0 deg. 57 min. West, 1325 feet to the US-TVA Monument 140 at the SE corner of Section 12; thence South 1 deg. 09 min. West, 652 feet to US-TVA Monument 141 at the SE corner of the NE 1/4 of NE 1/4 of NE 1/4 of Section 13; thence South 85 deg. 37 min. West, 1310 feet to US-TVA Monument 142 at the SW corner of the NW 1/4 of NE 1/4 of NE 1/4 of Section 13; thence with the east line of the W 1/2 of NE 1/4 of Section 13, South 1 deg. 01 min. West, 1455 feet to US-TVA Monument 143; thence, leaving the United States of America's boundary and the said east line, South 89 deg. 31 min. West, 2317 feet to a metal marker in the 600 foot contour on the east shore of an inlet of the lake; thence with the 600 foot contour as it meanders in a northeasterly direction to the northeast end of the inlet and thence down the northwest shore of the inlet in a southwesterly direction to a metal marker (Coordinates: N. 1,430,875; E. 335,934); thence, leaving the contour, North 89 deg. 59 min. West, 2154 feet to a metal marker in the west line of the SE 1/4 of NE 1/4, Section 14; thence North 0 deg. 01 min. East, 1743 feet to US-TVA Monument 133 at the northwest corner of the NE 1/4 of NE 1/4, Section 14 and in the boundary of the United States of America's land; thence with the United States of America's boundary North 89 deg. 03 min. East, 1337 feet to the NE corner of Section 14; thence with the north line of Section 13 due east, 1988 feet to US-TVA Monument 135; thence leaving the north line of Section 13, North 33 deg. 07 min. West, 1151 feet to US-TVA Monument 135A in the line of a bluff; thence with the line of the bluff as it meanders in a generally northerly direction approximately 2680 feet to US-TVA Monument 135B (Coordinates: N. 1,435,358; E. 336,650); thence, leaving the bluff, South 87 deg. 58 min. East, 1043 feet to US-TVA Monument 135C at the NE corner of the SW 1/4 of Section 12; thence with the west line of the NE 1/4 of Section 12 North 1 deg. 55 min. East, 775 feet, passing US-TVA Monument 136 at 120 feet, to US-TVA Monument 136A in the line of a bluff; thence with the line of the bluff as it meanders in a general northeasterly direction approximately 2080 feet to US-TVA Monument 136B; thence North 89 deg. 03 min. East, 539 feet to US-TVA Monument 136C in the east line of the W 1/2 of NE 1/4 of Section 12; thence with the east line of the W 1/2 of E 1/2 of Section 12, South 1 deg. 20 min. West, 1415 feet to US-TVA Monument 137; thence, leaving the said east line North 35 deg. 26 min. East, 2311 feet to US-TVA Monument 137A in the east line of Section 12; thence South 4 deg. 47 min. West, 324 feet to US-TVA Monument 138 at the SE corner of the NE 1/4 of Section 12; thence South 0 deg. 58 min. West 1309 feet to the point of beginning.

Together with the rights to an easement as set out in Book 591, Page 245, more particularly described as follows:

The rights in the following easement as found in a certain deed to C. M. Self and wife, Thelma Self; and A. J. McCombs and wife, Francis McCombs: Grantors, to The Greif Bros. Cooperage Corporation, Grantee, in deed dated March 19, 1959, and recorded in Deed Book 361, Page 28, in the records of Judge of Probate Court in Marshall County, Alabama, and the rights owned by The Greif Bros. Cooperage Corporation are hereby granted to Greif Bros. Corporation, the Grantee in the within deed:

Furthermore, to afford a means of ingress to and egress from the lands above described, the grantors hereby conveys to the grantee the same rights conveyed to grantors by the United States Government in that certain deed dated September 10, 1958, granting the right to construct, maintain, and use a road on, over, and across those portions of a strip of land lying without the boundaries of the above described land, the said strip being 50 feet wide, lying 25 feet on each side of a line described as follows: Beginning at a point in the boundary of the above described land N. 89° 59' W., 25 feet from the metal marker at the east end of that course identified in the above metes and bounds description by a bearing and distance of N. 89° 59' W., 2154 feet; thence generally along the lakeward boundaries of the above described land approximately along the following bearings and distances: N. 22° E. 170 feet, S. 88° E. 120 feet, N. 35° E. 200 feet, N. 50° E. 215 feet, N. 38° E. 230 feet, N. 35° E. 245 feet, N. 55° E. 230 feet, N. 48° E. 220 feet, N. 50° E. 110 feet, N. 12° E. 210 feet, N. 78° E. 220 feet, N. 70° E. 185 feet, N. 49° E. 195 feet, N. 50° E. 145 feet, N. 48° E. 120 feet, S. 59° E. 135 feet, S. 24° W. 275 feet, S. 40° W. 215 feet, S. 36° W. 345 feet, S. 47° W. 190 feet, S. 23° W. 255 feet, S. 37° W. 255 feet, S. 36° W. 170 feet, S. 47° W. 290 feet, S. 30° W. 195 feet to a point in the boundary of the described land at or near the west end of that course identified in the above metes and bounds description by a bearing and distance of S. 89° 31' W. 2317 feet; together with the right to do the necessary work of construction and maintenance of said road and the necessary work in connection with the maintenance of any drainage ditches and other road appurtenances on land lying outside of but adjacent to the limits of the right of way; PROVIDED, however, that any road constructed over the right of way described herein shall be constructed to a minimum top elevation of not less than 600 feet above mean sea level.

As Per TRACT 113 A, Purchase H-8290

Section 12, Township 7 South, Range 2 East:

The NE 1/4 of the NE 1/4, less 2 acres more or less in SE corner and Northwest diagonal half of the SE 1/4 of the NE 1/4,

LESS AND EXCEPT 2 acres more or less, all in Section 12, Township 7 South, Range 2 East, more fully described as follows: Beginning at SW corner of NE 1/4 of the NE 1/4, TVA Station No. 136 C, thence South 1 deg. 20 min. West 1415 feet to Station No. 137, thence North 35 deg. 26 min. East 2311 feet to TVA Station No. 137 A, thence North along Section line to the Northeast Corner of Section 12, thence West along Section line to Northwest corner of NE 1/4 of the NE 1/4, thence South along 40 line to TVA Station No. 136 C point of beginning.

Section 7, Township 7 South, Range 3 East:

N 1/2 of the SW 1/4 of the NW 1/4.

All lying in Marshall County, Alabama.

3824

STATE OF ALABAMA I
MARSHALL COUNTY I

WARRANTY DEED

28

KNOW ALL MEN BY THESE PRESENTS, That C. M. SEFF and wife, THELMA SEFF; A. J. MCCOMBS and wife, FRANCIS MCCOMBS, for and in consideration of the sum of One Hundred Dollars and other good and valuable considerations to us in hand paid by THE GREIF BROS. COOPERAGE CORPORATION, a Corporation, the receipt whereof is hereby acknowledged, we have this day granted, bargained, sold and conveyed, and do by these presents, grant, bargain, sell and convey to the said THE GREIF BROS. COOPERAGE CORPORATION, a Corporation, its successors and assigns, the following described tract or parcel of land, to-wit:

TRACT NO. XGR-200

A tract of land lying in Marshall County, State of Alabama, in Section 12, the NE $\frac{1}{4}$ sec. 13, and the NE $\frac{1}{4}$ -NE $\frac{1}{4}$ sec. 14, T. 7 S., R. 2 E., on the shores of an inlet on the north side of Guntersville Lake, approximately 1/2 mile NE of Guntersville Dam, and more particularly described as follows:

Beginning at US-TVA Monument 139 (Coordinates: N. 1,434,378; E. 340,391) at the NE corner of the SE $\frac{1}{4}$ -SE $\frac{1}{4}$ sec. 12 and in the boundary of the United States of America's land at a corner of the lands of Willie Edmonds and W. A. Patterson; thence with the United States of America's boundary S. 0° 57' W., 1325 feet to US-TVA Monument 140 at the SE corner of sec. 12; thence S. 1° 09' W., 652 feet to US-TVA Monument 141 at the SE corner of the NE $\frac{1}{4}$ -NE $\frac{1}{4}$ sec. 13; thence S. 85° 37' W., 1310 feet to US-TVA Monument 142 at the SW corner of the NW $\frac{1}{4}$ -NE $\frac{1}{4}$ -NE $\frac{1}{4}$ sec. 13; thence with the east line of the W $\frac{1}{2}$ -NE $\frac{1}{4}$ sec. 13 S. 1° 01' W., 1455 feet to US-TVA Monument 143; thence, leaving the United States of America's boundary and the said east line, S. 89° 31' W., 2317 feet to a metal marker in the 600-foot contour on the east shore of an inlet of the lake; thence with the 600-foot contour as it meanders in a northeasterly direction to the northeast end of the inlet and thence down the northwest shore of the inlet in a southwesterly direction to a metal marker (Coordinates: N. 1,430,875; E. 335,934); thence, leaving the contour, N. 89° 59' W., 2154 feet to a metal marker in the west line of the SE $\frac{1}{4}$ -NE $\frac{1}{4}$ sec. 14; thence N. 0° 01' E., 1743 feet to US-TVA Monument 133 at the northwest corner of the NE $\frac{1}{4}$ -NE $\frac{1}{4}$ Sec. 14 and in the boundary of the United State of America's land; thence with the United State of America's boundary N. 89° 03' E., 1337 feet to the NE corner of sec. 14; thence with the north line of sec. 13 due east, 1988 feet to US-TVA Monument 135; thence, leaving the north line of sec. 13, N. 33° 07' W., 1151 feet to US-TVA Monument 135A in the line of a bluff; thence with the line of the bluff as it meanders in a generally northerly direction approximately 2680 feet to US-TVA Monument 135B (Coordinates: N. 1,435,358; E. 336,650); thence,

leaving the bluff, S. 87° 58' E., 1043 feet to US-TVA Monument 135C at the NE corner of the SW $\frac{1}{4}$ sec. 12; thence with the west line of the NE $\frac{1}{4}$ sec. 12 North 1° 55' E., 775 feet, passing US-TVA Monument 136 at 120 feet, to US-TVA Monument 136A in the line of a bluff; thence with the line of the bluff as it meanders in a general northeasterly direction approximately 2080 feet to US-TVA Monument 136B; thence N. 89° 03' E., 539 feet to US-TVA Monument 136C in the east line of the W $\frac{1}{4}$ -NE $\frac{1}{4}$ sec. 12; thence with the east line of the W $\frac{1}{4}$ -E $\frac{1}{4}$ sec. 12 S. 1° 20' W., 1415 feet to US-TVA Monument 137; thence, leaving the said east line N. 35° 26' E., 2311 feet to US-TVA Monument 137A in the east line of sec. 12; thence S. 4° 47' W., 324 feet to US-TVA Monument 138 at the SE corner of the NE $\frac{1}{4}$ -NE $\frac{1}{4}$ sec. 12; thence S. 0° 34' W., 1323 feet to US-TVA Monument 138A at the SE corner of the NE $\frac{1}{4}$ sec. 12; thence S. 0° 58' W., 1309 feet to the point of beginning, containing 487. acres, more or less.

Furthermore, to afford a means of ingress to and egress from the lands above described, the grantors hereby conveys to the grantee the same rights conveyed to grantors by the United States Government in that certain deed dated September 10, 1958, granting the right to construct, maintain, and use a road on, over, and across those portions of a strip of land lying without the boundaries of the above described land, the said strip being 50 feet wide, lying 25 feet on each side of a line described as follows: Beginning at a point in the boundary of the above described land N. 89° 59' W., 25 feet from the metal marker at the east end of that course identified in the above metes and bounds description by a bearing and distance of N. 89° 59' W., 2154 feet; thence generally along the lakeward boundaries of the above described land approximately along the following bearings and distances: N. 22° E. 170 feet, S. 88° E. 120 feet, N. 35° E. 200 feet, N. 50° E. 215 feet, N. 36° E. 230 feet, N. 35° E. 245 feet, N. 55° E. 230 feet, N. 48° E. 220 feet, N. 50° E. 110 feet, N. 12° E. 210 feet, N. 78° E. 220 feet, N. 70° E. 185 feet, N. 49° E. 195 feet, N. 50° E. 145 feet, N. 48° E. 120 feet, S. 59° E. 135 feet, S. 24° W. 275 feet, S. 40° W. 215 feet, S. 36° W. 345 feet, S. 47° W. 190 feet, S. 23° W. 255 feet, S. 37° W. 265 feet, S. 36° W. 170 feet, S. 47° W. 290 feet, S. 30° W. 195 feet to a point in the boundary of the described land at or near the west end of that course identified in the above metes and bounds description by a bearing and distance of S. 89° 31' W. 2317 feet; together with the right to do the necessary work of construction and maintenance of said road and the necessary work in connection with the maintenance of any drainage ditches and other road appurtenances on land lying outside of but adjacent to the limits of the right of way; PROVIDED, however, that any road constructed over the right of way described herein shall be constructed to a minimum top elevation of not less than 600 feet above mean sea level.

The positions of corners and directions of lines are referred to the Alabama (East) Coordinate System. The contour elevation is based on MSL Datum as established by the USC&GS 1929 General Adjustment. The boundary markers designated "US-TVA Monument" are concrete monuments capped by bronze tablets imprinted with the given numbers and "T. 7 S., R. 2 E."

The above described property was acquired by the United States of America by virtue of the following deeds of record in the office of the Judge of Probate, Marshall County, Alabama; From (a) Walter C. Lusk et ux, dated February 28, 1936, recorded in Deed Book 131, page 11; (b) Mack Hardin et ux, dated January 10, 1936, recorded

in Deed Book 130, page 70; (c) Emma Kate Hardin, a single woman, dated February 24, 1936, recorded in Deed Book 131, page 8; (d) Mack Hardin et ux, dated January 10, 1936, recorded in Deed Book 130, page 70; (e) Mack Hardin et ux, dated September 9, 1936, recorded in Deed Book 131, page 44; (f) Emma Kate Hardin, a single woman, dated August 21, 1936, recorded in Deed Book 131, page 37; and (g) V. W. Morrow, et ux, dated January 5, 1939, recorded in Deed Book 107, page 518.

It is understood and agreed that the above described property is conveyed subject to such rights as may be vested in the county in rights of way for road.

Excepting and reserving from this deed all and singular the exceptions and reservations mentioned in a deed from The United States of America to C. M. Self and A. J. McCombs, dated September 10, 1958, which deed appears of record in records of deeds in Marshall County, Alabama, to which deed for particulars of the exceptions and reservations reference is hereby made.

Also incorporating and including in this deed all and singular the covenants and conditions mentioned in a deed from The United States of America to C. M. Self and A. J. McCombs, which deed is recorded in the office of the Judge of Probate of Marshall County, State of Alabama, which deed for the particulars of the covenants and conditions, reference is hereby made.

TO HAVE AND TO HOLD unto it the said THE GREIF BROS.

COOPERAGE CORPORATION, a Corporation, its successors and assigns, forever in fee simple. And we hereby covenant with the said THE GREIF BROS. COOPERAGE CORPORATION, a Corporation, that we are seized in fee of the aforegranted premises, and have the right to sell and convey the same; and we do hereby warrant the title to the aforegranted premises, and agree forever to defend the same from the lawful claims of all persons whomsoever.

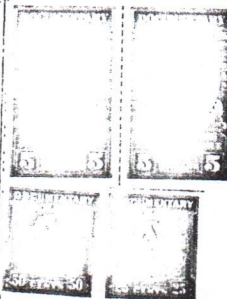
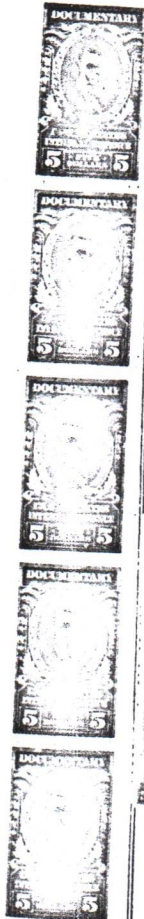
IN TESTIMONY of all which we have hereunto set our hands and seals, this the 19 day of March, 1959.

C. M. Self (L.S.)
C. M. Self

Thelma Self (L.S.)
Thelma Self

A. J. McCombs (L.S.)
A. J. McCombs

Francis McCombs (L.S.)
Francis McCombs



31

STATE OF ALABAMA |
CULLMAN COUNTY |

I, Martha Marie Waldrop, a Notary Public in and for said County and State, hereby certify that C. M. Self and wife, Thelma Self, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they executed the same voluntarily on the day same bears date.

Given under my hand and seal, this 19 day of March, 1959.

Martha Marie Waldrop
Notary Public

STATE OF ALABAMA |
CULLMAN COUNTY |

I, Martha Marie Waldrop, a Notary Public in and for said County and State, do hereby certify that on the 19 day of March, 1959, came before me the within named Thelma Self, known to me to be the wife of the within named C. M. Self, who, being examined separate and apart from the husband, touching her signature to the within conveyance, 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.

In witness whereof, I hereunto set my hand and seal, this 19 day of March, 1959.

Martha Marie Waldrop
Notary Public

STATE OF ALABAMA I
CULLMAN COUNTY I

32

I, Martha Marie Waldrop, a Notary Public in and for said County and State, hereby certify that A. J. McCombs and wife, Francis McCombs, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they executed the same voluntarily on the day same bears date.

Given under my hand and seal, this 19 day of March, 1959.

Martha Marie Waldrop
Notary Public

STATE OF ALABAMA I
CULLMAN COUNTY I

I, Martha Marie Waldrop, a Notary Public in and for said County and State, do hereby certify that on the 19 day of March, 1959, came before me the within named Francis McCombs, known to me to be the wife of the within named A. J. McCombs, who, being examined separate and apart from the husband, touching her signature to the within conveyance, 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.

In witness whereof, I hereunto set my hand and seal, this 19 day of March, 1959.

Martha Marie Waldrop
Notary Public

Kit Bill

Garden City Lumber Co.
Box 67
Garden City Ala.

(2)

THE STATE OF ALABAMA

Marshall County

Office of Judge of Probate Court

I hereby certify that the within-
was filed in this office for Record on the
day of March 1959 at 11 AM
and was duly recorded in Book 361 of deeds
page 28 and examined.

J. B. Corlin
Judge Probate Court

4815
2315 done

5400

1971 SEP 11 AM 9:19
RECORDED
INDEXED
MARSHALL COUNTY ALABAMA

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, GREIF BROS. CORPORATION, a Delaware corporation, formerly The Greif Bros. Cooperage Corporation, a Delaware corporation, hereinafter referred to as Grantor, for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto HUNTSVILLE UTILITIES, a cooperative, hereinafter called the Cooperative, and to its successors and assigns, the right to enter upon the lands of Grantor situated in the County of Marshall, State of Alabama, and more particularly described as follows:

A right of way for the use of utilities along an existing public road over and across the following described property; to wit: A strip of land 25 feet on either side of the center line particularly described as follows: Beginning at the Northeast Corner of Section 12, Township 7 South, Range 2 East in Marshall County, Alabama; thence South $01^{\circ} 12' 35''$ West 1,026.51 feet to the point of beginning for such center line; thence from said point of beginning South $84^{\circ} 12' 5''$ West 66.70 feet; thence North $74^{\circ} 52' 55''$ West 203.40 feet; thence South $83^{\circ} 53' 35''$ West 200.93 feet; thence North $49^{\circ} 32' 55''$ West 179.56; thence North $71^{\circ} 5' 25''$ West approximately 219.22 feet to a point on the West line of that certain tract of land conveyed to the Grantor by deed recorded in Deed Book 382, page 370 in the Probate Office of Marshall County, Alabama in accordance with plat attached hereto and made a part hereof,

and to construct, reconstruct, rephase, repair, operate and maintain on the above-described lands an electric transmission and/or distribution line or system placed alongside a public road.

The Cooperative is granted the right to maintain a clearance of its wires of at least twenty-five (25) feet on each side of the center of said easement. In the maintenance of such a clearance, however, should it become necessary for the Cooperative to cut or trim any trees, located on the lands of Grantor beyond the twenty-five (25) foot clearance limitation, the Cooperative agrees to immediately notify Grantor, in writing, before such cutting or trimming operations are commenced, and further agrees to account to the Grantor for same and to pay Grantor the fair market value for such merchantable trees so cut or permanently damaged in its cutting or trimming operations.

The Grantor agrees that all poles, wires and other facilities including any main service entrance equipment, installed on the above-described

50-
925-
25-
3,00

lands or premises at the Cooperative's expense shall remain the property of the Cooperative and shall be removable at the option of the Cooperative.

The Grantor covenants that it is the owner of the above-described lands, and that the said lands are free and clear of encumbrances and liens of whatsoever character.

Should the Cooperative, its successors or assigns, permanently abandon use of the said right of way for the purposes hereinabove granted, the same shall revert to the Grantor, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has set its hand and seal this

12th day of August, 1974.

ATTEST:

A. H. Rubow
A. H. Rubow, Secretary

GREIF BROS. CORPORATION

By E. A. Reitz
E. A. Reitz, Executive Vice President

HUNTSVILLE UTILITIES

By C. Harold Dadd

STATE OF OHIO

COUNTY OF DELAWARE

Personally appeared before me, the undersigned Notary Public within and for the County and State aforesaid, E. A. Reitz and A. H. Rubow, Executive Vice President and Secretary, respectively, of Greif Bros. Corporation, to me well known, who stated on oath that they executed the foregoing instrument on the day and date therein mentioned for the purposes and consideration above stated.

WITNESS my hand and seal this 12th day of August, 1974.

Lloyd D. Baker
NOTARY PUBLIC

LLOYD D. BAKER, Notary Public
My Commission Expires: NOV. 13, 1974

STATE OF ALABAMA

COUNTY OF MARSHALL

This day personally appeared before me, the undersigned duly qualified and acting authority within and for the County and State aforesaid, RONALD DADD, ELECTRICAL ENGINEER, HUNTSVILLE UTILITIES, with whom I am personally acquainted, who stated upon oath that he signed and delivered the foregoing instrument on the day and date therein mentioned for the purposes and consideration above stated.

WITNESS my hand and official seal this 10th day of September, 1974.

Benjamin F. Martin III
NOTARY PUBLIC

My Commission Expires: 3-1-76