



Georgia-Pacific LLC

133 Peachtree Street NE (30303-1847)  
P.O. Box 105605  
Atlanta, Georgia 30348-5605  
(404) 652-6166 (404) 654-4701 fax

December 30, 2014

Mr. David K. Reuland  
Unit Coordinator  
Response and Remediation Program  
Georgia Environmental Protection Division  
2 Martin Luther King, Jr. Drive, SE, Suite 1054  
Atlanta, Georgia 30334



Re: Recorded Environmental Covenant  
Georgia-Pacific LLC – Former Chlorate Plant, Brunswick Site  
Brunswick, Glynn County, Georgia  
HSI Site No. 10619

Dear Mr. Reuland:

Enclosed is a recorded copy of the environmental covenant for the Georgia-Pacific LLC – Former Chlorate Plant, Brunswick, Glynn County, Georgia. Also enclosed are copies of transmittal letters and associated return receipts as proof that copies of this recorded environmental covenant have been provided to the City of Brunswick, Glynn County, interested parties, and property abutters.

Please note that of the nine parties notified, return receipts were received for only five parties. USPS tracking was used to determine the status of the remaining four. USPS tracking verified that the transmittal letters and covenants were delivered to all four of those parties.

Submittal of the recorded copy of the environmental covenant satisfies the last requirement for completion of corrective action for HSI Site No. 10619 under the Voluntary Remediation Program Act O.C.G.A. 12-8-100. Additionally, by certifying compliance with applicable cleanup standards and providing the recorded copy of the environmental covenant, requirements of the 2002 Consent Order have also been satisfied. Therefore, Georgia-Pacific requests that the Georgia-Pacific LLC – Former Chlorate Plant, Brunswick Site, HSI No. 10619 be removed from the HSI.

If you have any questions or need additional information, please feel free to contact me at [lcforten@gapac.com](mailto:lcforten@gapac.com) or (404)652-6166.

Sincerely,

A handwritten signature in blue ink, appearing to read 'L. Chase Fortenberry'. Below the signature, the name and title are printed.

L. Chase Fortenberry, P.G.  
Manager – Environmental Engineering

Attachments:

Recorded Environmental Covenant  
Return Receipts/USPS Tracking



After Recording Return to:

Georgia Environmental Protection Division  
Response and Remediation Program  
2 Martin Luther King Jr. Drive SE  
Suite 1054  
Atlanta, Georgia 30334-9000

CROSS-REFERENCE: Deed Book:  
Page:

After recording return to:  
Calloway Title & Escrow, LLC  
**David W. Dudley** *ACCOMM GRUNBAUM*  
4170 Ashford Dunwoody Rd. Ste. 285  
Atlanta, Georgia 30319

### Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA § 44-16-1, *et seq.* This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with OCGA § 44-16-8(a).

**Fee Owner of Property/Grantor:**

Brunswick Cellulose, Inc.  
133 Peachtree Street, NE  
Atlanta, Georgia 30303

**Grantee/Holder:**

Brunswick Cellulose, Inc.  
133 Peachtree Street, NE  
Atlanta, Georgia 30303

**Grantee/Entity with  
express power to enforce:**

State of Georgia  
Department of Natural Resources  
Environmental Protection Division  
2 Martin Luther King Jr. Drive SE  
Suite 1456  
Atlanta, GA 30334-9000

**Parties with interest in the Property:**

Georgia Power Company  
241 Ralph McGill Boulevard NE  
Atlanta, GA 30308

Norfolk Southern Railway  
Three Commercial Place  
Norfolk, VA 23510-9217

Glynn County  
1725 Reynolds Street  
Suite 302  
Brunswick, GA 31520

**Property:**

The property subject to this Environmental Covenant is the Brunswick Cellulose facility (hereinafter "Property"), located at 1400 West Ninth Street in Brunswick, Glynn County, Georgia. This tract of land was conveyed to Grantor pursuant to the following deeds:

- (1) Deed of Correction dated February 5, 1937, recorded in Book 4R, Page 274, Glynn County, Georgia real estate records;
- (2) Conveyance dated July 6, 1951, recorded in Book 6X, Page 191, aforesaid records;
- (3) Deed dated February 19, 1951, recorded in Book 6X, Page 452, aforesaid records;
- (4) Conveyance dated August 22, 1961, recorded in Book 10C, Page 471, aforesaid records;
- (5) Conveyance dated January 1, 1963, recorded in Book 11A, Page 219, aforesaid records;
- (6) Conveyance dated August 22, 1967, recorded in Book 13Z, Page 99, aforesaid records

The area is located in the 1356th G.M. District of Glynn County, Georgia between Ninth Street and the Turtle River and contains approximately 348.84 acres. A complete legal description of the area is contained in the deeds and conveyances attached as **Exhibit A** and a map of the area is attached as **Exhibit B**.

**Tax Parcel Number(s):** 03-04993 of Glynn County, Georgia

**Name and Location of Administrative Records:** Georgia-Pacific LLC  
133 Peachtree Street  
Atlanta, Georgia 30303

The corrective action at the Property that is the subject of this Environmental Covenant is described in the following documents:

- Revised Compliance Status Report with December 2010 Replacement Pages - Former Chlorate Plant Site, 1400 West Ninth Street, Brunswick, Glynn County, Georgia, HSI Site Number 10619 (EarthCon Consultants, Inc., April 2010);
- Voluntary Remediation Plan - Former Chlorate Plant Site, 1400 West Ninth Street, Brunswick, Glynn County, Georgia, HSI Site Number 10619 (EarthCon Consultants, Inc., October 2011);
- Compliance Status Report Update - Former Chlorate Plant Site, 1400 West Ninth Street, Brunswick Glynn County, Georgia, HSI Site Number 10619 (EarthCon Consultants, Inc., December 2013).



These documents are available at the following location:

Georgia Environmental Protection Division  
Response and Remediation Program  
2 Martin Luther King Jr. Drive SE  
Suite 1054  
Atlanta, GA 30334-9000  
M-F 8:00 AM to 4:30 PM excluding state holidays

**Description of Contamination and Corrective Action:**

**This Property has been listed on the state's hazardous site inventory and has been designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under state law. Contact the property owner or the Georgia Environmental Protection Division for further information concerning this Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.**

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Brunswick Cellulose, Inc. (hereinafter "Brunswick Cellulose"), its successors and assigns, and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), its successors and assigns. This Environmental Covenant is required because of the presence of benzene, phenanthrene, arsenic, lead, naphthalene, antimony, chromium, and mercury in groundwater on the Property at levels above applicable risk reduction standards. Benzene, phenanthrene, arsenic, lead, naphthalene, antimony, chromium, and mercury are "regulated substances" as defined under the Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder (hereinafter "HSRA" and "Rules", respectively). The Corrective Action consists of annual site soil reconnaissance and inspection report and the use of institutional controls (restriction on use of shallow surficial groundwater in impacted areas to non-potable uses only) to eliminate possible groundwater exposure pathways. Additionally, chromium, nickel, and zinc concentrations in soil at the Property are in compliance with non-residential Type 3 risk reduction standards, and the annual site soil reconnaissance and inspection reports are to certify the Property remains non-residential.

Grantor, Brunswick Cellulose, hereby binds itself, its successors and assigns to the activity and/or use restrictions for the Property identified herein and grants such other rights under this Environmental Covenant in favor of EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder. Failure to timely enforce compliance with this Environmental Covenant or the activity and/or use restrictions contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict EPD from exercising any authority under applicable law.

Brunswick Cellulose makes the following declarations as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); are perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to O.C.G.A. § 44-16-9; and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter "Owner"). Should a transfer or sale of the Property occur before such time as this

Environmental Covenant has been amended or revoked then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of EPD, Brunswick Cellulose and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Brunswick Cellulose or its successors and assigns, and other party(ies) as provided for in O.C.G.A. § 44-16-11 in a court of competent jurisdiction.

**Activity and/or Use Limitation(s)**

1. Registry. Pursuant to O.C.G.A. § 44-16-12, this Environmental Covenant and any amendment or termination thereof, may be contained in EPD's registry for environmental covenants.
2. Notice. The Owner of the Property must give thirty (30) day advance written notice to EPD of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Corrective Action. The Owner of the Property must also give thirty (30) day advance written notice to EPD of the Owner's intent to change the use of the Property, apply for building permit(s), or propose any site work that would affect the Property.
3. Notice of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant.
4. Monitoring. As detailed in Section 5.1 of the Voluntary Remediation Plan dated October 2011 (the "VRP"), an annual site reconnaissance will be conducted to confirm that the Property remains in compliance with non-residential risk reduction standards for soil. Upon completion of each annual site reconnaissance, an inspection report (similar to the example attached as **Exhibit D**) will be submitted to EPD.
5. Periodic Reporting. An inspection report will be submitted to EPD annually upon completion of the site soil reconnaissance described above. The report shall be submitted to EPD no later than January 30.
6. Activity and Use Limitation(s). The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules, and defined in and allowed under Glynn County's zoning regulations as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited.
7. Groundwater Limitation. The use or extraction of shallow surficial groundwater beneath the impacted area demarcated as the "area not in compliance with applicable [Risk Reduction Standards] for groundwater" in the map attached as **Exhibit C** shall be restricted to non-potable uses only.
8. Right of Access. In addition to any rights already possessed by EPD, the Owner shall allow authorized representatives of EPD and/or Brunswick Cellulose the right to enter the Property at reasonable times for the purpose of evaluating the Corrective Action; to take samples, to inspect the

Corrective Action conducted at the Property, to determine compliance with this Environmental Covenant, and to inspect records that are related to the Corrective Action.

9. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, the Owner shall file this Environmental Covenant with the Records of Deeds for each County in which the Property is located, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) each person holding a recorded interest in the Property subject to the covenant; (2) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located; and (3) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.
10. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-60, unless and until the Director determines that the Property is in compliance with the Type 1, 2, 3, or 4 Risk Reduction Standards, as defined in Georgia Rules of Hazardous Site Response (Rules) Section 391-3-19-.07 and removes the Property from the Hazardous Site Inventory, whereupon the Environmental Covenant may be amended or revoked in accordance with Section 391-3-19-08(7) of the Rules and O.C.G.A. § 44-16-1 *et seq.*
11. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
12. No Property Interest Created in EPD. This Environmental Covenant does not in any way create any interest by EPD in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by EPD in the Property in accordance with O.C.G.A. § 44-16-3(b).

#### **Representations and Warranties.**

Grantor hereby represents and warrants to the other signatories hereto:

- a) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- b) That the Grantor is the sole owner of the Property and holds fee simple title which is free and clear;
- c) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantor's intention to enter into this Environmental Covenant;
- d) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under any other agreement, document or instrument to which Grantor is a party, by which Grantor may be bound or affected;
- e) That the Grantor has served each of the people or entities referenced in Activity 9 above with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- f) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

Notices.

Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

Georgia Environmental Protection Division  
Branch Chief  
Land Protection Branch  
2 Martin Luther King Jr. Drive SE  
Suite 1054  
Atlanta, Georgia 30334-9000

Brunswick Cellulose, Inc.  
133 Peachtree Street, NE  
Atlanta, Georgia 30303

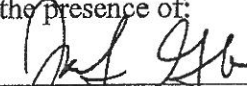
Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 6th day of November, 2014.

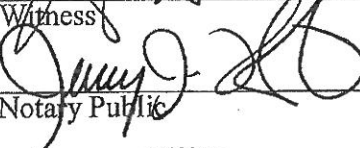
Brunswick Cellulose, Inc.

  
Gerald A. Shirk  
VP, Real Estate

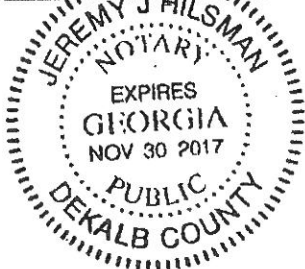
Dated: June 5, 2014

Signed, sealed and delivered in  
the presence of:

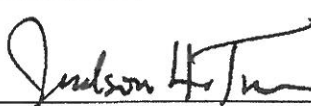
  
Witness

  
Notary Public

Commission Expiration:

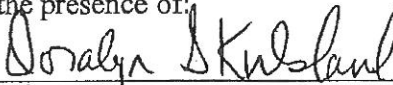


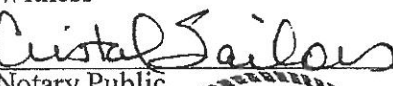
STATE OF GEORGIA  
ENVIRONMENTAL PROTECTION  
DIVISION

  
Judson H. Turner  
Director

Dated: November 6, 2014

Signed, sealed and delivered in  
the presence of:

  
Witness

  
Notary Public

Commission Expiration:

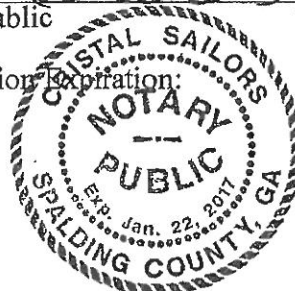


Exhibit A  
Deeds and Conveyances

with the terms of said deed to secure debt.

IN WITNESS WHEREOF, We have hereunto set our hand and affixed our corporate seal this  
January 27th, 1937.

Signed, sealed and delivered  
in the presence of:  
Berinn H. Zohn  
Sophia Balfor  
Notary Public, State of Ga. at Large  
(Notarial seal)

Everett, Inc., Trustee  
By Willie M. Everett, Pres.,  
Willie M. Everett, Jr., Secy.  
(Seal of Corp.)

Recorded this 5th day of February 1937

Deputy Clerk

#### Georgia, Glynn County

A DEED OF CONVEYANCE, made this February 5th, 1937 among the city of Brunswick, a municipal corporation of the state of Georgia, located in said County, as the first party, and E. Way Highsmith, of Glynn County, Georgia, as the second party, and Brunswick Pulp & Paper Company, a corporation under the laws of the State of Delaware, with an office and place of business in Glynn County, Georgia, as the third party,

#### WITNESSETH:

(a) By deed dated September 28, 1936, and recorded in the public records of Glynn County, Georgia, in book 4-Q, page 640, the first party conveyed to the second party, after having complied with all requirements of law necessary to authorize such a conveyance a tract of marsh land in the northern part of the city of Brunswick located on Turtle River and in said deed described as follows, to-wit:

"Two hundred (200) acres, more or less, of marsh land lying and being in the city of Brunswick, Glynn County, Georgia, and bounded as follows:

"On the north by marsh land property of the Southern Railway Company, on the east by high land, on the south by other marsh land property of the first party (and agreed upon line dividing the property hereby conveyed from said marsh land property of the first party) and on the west by the low water mark of Turtle River, and being more particularly described as follows:

"Beginning at a point at the low water mark on the east bank of Turtle River on the Southern line of the property of the Southern Railway Company known as Southern Railway Company Turtle River Terminal; thence north 71 degrees 45 minutes east 700 feet along the south line of said Southern Railway Company property to a point; thence north 44 degrees east along said south line of the property of the Southern Railway Company for a distance of 8000 feet, more or less, to a stake at the brink or edge of the high land; thence in a south-east direction following the brink or edge of said high land a distance of 2550 feet to a point marked by a stake; thence south 51 degrees west, 5300 feet, more or less, to the low water mark on the east bank of Turtle River, and thence in a northerly direction along the east bank of Turtle River 8500 feet, more or less, to the point of beginning.

"The above described property includes all of that certain tract or parcel of marsh property acquired by the first party by deed from Strachan Shipping Company et al dated September 19, 1936, and recorded in book 4-Q, page 837 of the public records of Glynn County, Georgia, and described in said deed as parcel number 3, as well as a portion of the marsh land property lying adjacent thereto and acquired by the first party from the Trustee in Bankruptcy for the Brunswick Terminal & Railway Securities Company by deed dated March 17, 1936, and recorded in the public records of Glynn County, Georgia, in deed book 4-P, folio 708, the dividing line between the portion of said Brunswick Terminal & Railway Securities Marsh land property hereby conveyed and that retained by the first party having been surveyed out and

VESTING  
DEED

4R/274



agreed upon by the parties hereto.

"Reference is hereby made to each of the above described deeds and to the plats and other deeds referred to therein, as well as to the record thereof for all purposes."

(b) Subsequently by deed dated October 1, 1938, and recorded in the public records of said county in book 4-Q, page 662, the second party conveyed the same property to the third party, describing it as described in the deed of September 28, 1936, from the first party to the second party, set out in the paragraph next preceding.

(c) At the time said two deeds were executed and delivered there was some confusion or uncertainty as to the exact location of the dividing line between the land intended to be conveyed and land of Southern Railway Company known as its Turtle River dock property, which adjoins on the north the land intended to be conveyed. But it was the intention of the parties to both of said conveyances, as clearly appears from the description quoted above, that the property conveyed was located immediately south of said Southern Railway Company's Turtle River dock property.

(d) Since the execution and delivery of said two deeds the dividing line between the land of said Southern Railway Company and the land intended to be conveyed by the first party's aforesaid deed to the second party of September 28, 1936, has been definitely ascertained and determined, and as so ascertained and determined the line described by courses and distances in the aforesaid deeds as the dividing line between the property conveyed and said Southern Railway property is not the true line but was the result of a mistake.

(e) Since the execution and delivery of said two deeds the third party hereto has purchased from said Southern Railway Company the portion of said Railway Company's land lying immediately north of the land intended to be conveyed by the aforesaid deeds, the deed from said Railway Company to the third party conveying said land bears date of January 21, 1937, and appears of record in the public records of Glynn County, Georgia, in book 4-R, commencing at page 217. A plat showing the land conveyed is attached to and made a part of said deed.

(f) This present conveyance is entered into by the parties hereto in order to correct the mistake in description contained in the aforesaid deeds from the first party to the second party and from the second party to the third party.

NOW, in consideration of the premises, and of the original consideration paid by the second party to the first party under the aforesaid deed of September 28, 1936, and of the original consideration paid by the third party to the second party under the aforesaid deed of October 1, 1938, the parties hereto do covenant and agree as follows, to-wit:

1. The property intended to be conveyed by the aforesaid deed from the first party to the second party dated September 28, 1936, and by the aforesaid deed from the second party to the third party, dated October 1, 1938, was by mistake erroneously described in each of said deeds.

2. Each of said deeds is hereby corrected and amended by striking the entire description of the property described therein and substituting therefor the following description:

A tract of marsh land in the northwestern portion of the city of Brunswick, Glynn County, Georgia, as the corporate limits of said city existed on December 31, 1936, and for many years prior thereto, bounded on the north by lands until recently belonging to Southern Railway Company, now the property of Brunswick Pulp & Paper Company, on the west by the low water line of Turtle River, on the south by other marsh lands of the city of Brunswick and on the east by the high land, more particularly described as follows, to-wit:

Commencing at the southeastern corner of the aforesaid land until recently belonging to Southern Railway Company and a part of the land known as its Turtle River dock property, fully shown by a plat attached to a deed from Southern Railway Company to Brunswick Pulp &



Paper Company, dated January 21, 1927, and recorded in the deed records of Glynn County Georgia, in book 4-R, commencing at page 217, and from said beginning point running south 56 degrees 31 minutes west a distance of 2828.3 feet to an iron pipe marker; thence south 74 degrees and 26 minutes west a distance of 780 feet, more or less, to the low water line of Turtle River; thence in a general southerly direction along the lowwater line of said river to a point on the low water line of said River where the northern line of second street of the city of Brunswick, if prolonged westerly to the low water line of Turtle River, would intersect said low water line, a distance of approximately twenty three hundred feet; and thence in an easterly direction along such prolongation of the northern line of second street to a point in the western edge of the high land, a distance of approximately 4800 feet; and thence in a general northwesterly direction, following the brink or edge of the high land, to the beginning point.

The land herein conveyed includes all of that tract or parcel of marsh land conveyed by B Hirschman Shipping Company and others to the city of Brunswick by deed dated September 10, 1930, and recorded in the public records of Glynn County, Georgia, in book 4-Q, page 687, and designated therein as parcel number 3, as well as a portion of the marsh land adjoining the tract last mentioned on the south and conveyed to the city of Brunswick by the trustees in bankruptcy for Brunswick Terminal & Railway Shortlines Company, Bankrupt, by deed dated March 17, 1930, recorded in said records in deed book 4-P, page 709.

Reference is hereby made to each of the two deeds last mentioned and to the deed from Southern Railway Company, to Brunswick Pulp & Paper Company of January 21, 1927, and the plat thereto attached, for all purposes of description and identification of the land herein conveyed.

3. All of the covenants contained in said deed from the first party to the second party of September 28, 1936, including the covenant of warranty, are hereby re-affirmed by the first party unto the second party, and unto the Third party as successor in title to the second party, and unto the successors and assigns of the third party, as of September 28, 1936, with respect to said deed as it stands corrected by this deed of correction.

4. All of the covenants contained in the aforesaid deed from the second party to the third party of October 1, 1938, including the covenant of warranty, are hereby re-affirmed by the second party unto the third party, its successors and assigns, as of October 1, 1938, with respect to said deed as it stands corrected by this deed of correction.

5. The third party, by the acceptance of this deed of correction (and such acceptance shall be conclusively and irrevocably established by the filing of this deed of correction for record in the office of the clerk of the Superior Court of Glynn County, Georgia), covenants and agrees with the first and second parties that it has no right, title, claim or interest under said deed of October 1, 1938, or as the second party's successor in title under said deed of September 28, 1936, to any land except that described in paragraph 2 of this deed of correction.

6. This deed of correction is executed and delivered by the first party under and pursuant to the authority contained in a resolution adopted by the commissioners of the city of Brunswick, constituting the commission of said city at a regular meeting held on February 8, 1937, said resolution having been adopted in accordance with the prayer of a petition presented to said meeting of said commissioners by the third party hereto, in which petition and prayer the second party hereto joined.

IN WITNESS WHEREOF the first party has caused this writing to be signed, sealed and delivered in its corporate name and behalf by its duly authorized officers, and the second party has signed, sealed and delivered the same, this the day and year herein first written.

Signed, sealed and delivered  
in the presence of

The City of Brunswick  
By J. Hunter Hopkins

Mrs. C. I. McDougla  
 Fe H. Gynona  
 Notary Public, Glynn County, Georgia  
 (Notarial seal)

Attested  
 By Hugh Burford  
 Secretary of the Commission of  
 the City of Brunswick  
 (Seal of City)

S. Ray Highsmith (Seal)

Recorded this 6th day of February 1937

*[Signature]*  
 Deputy Clerk

State of Georgia

County of Glynn

THIS INSTRUMENT, made and entered into on this the 21st day of January 1937 by and between W. C. Little, of the county of Glynn and State of Georgia, as party of the first part, and Mrs. Anna Josephine Little, of the county of Glynn and State of Georgia, as party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the love which he bears toward said party of the second part and for and in consideration of the sum of five dollars (\$5.00), in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, and conveyed, and by these presents does grant, and convey, unto the said party of the second part, her heirs and assigns, all of his right, title and interest in and to those certain lots, tracts or parcels of land situate, lying and being in the county of Glynn and the State of Georgia, and on that Island therein known as and called St. Simons Island, and being described and identified according to a map or plat of a subdivision of said Island known as "Marlwood Bench" made by P. J. Torgas, civil engineer, on May 28th 1930, and which map is recorded as a part of a decree entered by the Superior Court of Glynn County, Georgia, in the case of Leo F. Arnold, et. al. versus W. C. Little, et. al. and which map or plat is recorded in volume 22 of Original Bills, Declarations and Pleadings in the office of the Clerk of the Superior Court of Glynn County, Georgia, at pages 51 and 52, and in the civil minutes of said court volume 11, page 591, said map or plat and the record thereof being referred to for all purposes, as follows, to-wit: lots C, F and G of said Marlwood Subdivision, said lot C fronting fifty (50) feet on Arnold Road and running back in a northeasterly direction along the west side of Little Street a distance of one hundred (100) feet, and lots F and G lying contiguous and fronting one hundred and thirty two (132) feet on Little Street, two hundred thirty three (233) feet, more or less, on Arnold Road and one hundred thirty two (132) feet on the Atlantic Ocean.

Also all of that tract or parcel of land designated thereon as Little Street, the same being forty (40) feet in width and more particularly described as follows, to-wit: Beginning at the point where the southeast corner of lot C corners with Arnold Road, and running thence northeasterly along the eastern line of said lot C for a distance of one hundred (100) feet thence at right angles with said eastern line of lot C southeasterly for a distance of twenty (20) feet; thence at right angles with said last mentioned line northeasterly for a distance of thirty two (32) feet; thence at right angles with last mentioned line for a distance of twenty (20) feet to the eastern line of Little Street; and thence along said eastern line of Little Street which said line is also the western line of said lots F and G for a distance of one hundred thirty two (132) feet to the northern line of said Arnold Road, and thence along said line of said Arnold Road for a distance of forty (40) feet to the point of beginning.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights

## **5. Vesting Deed02.pdf**

191  
For and Re OB 371 pg 144 Re Lien @ 362/188 - 50R

GEORGIA, OLYNN COUNTY

A CONVEYANCE, made this July 6, 1951, from the THE CITY OF BRUNSWICK, a Georgia municipal corporation, located in Olynn County, Georgia, as the First Party, to BRUNSWICK PULP & PAPER COMPANY, a Delaware corporation, having an office and place of business, in Olynn County, Georgia, as the Second Party,

WITNESSETH: For and in consideration of the sum of Twenty-Five Thousand Dollars (\$25,000.00) cash, to it in hand paid by the Second Party, at or before the sealing and delivery of these presents, the receipt of which is confessed, and under and pursuant to the power and authority hereinafter set out, the First Party hereby grants, bargains, sells and conveys unto the Second Party, its successors and assigns, the following described real property, to-wit:

All of that certain lot, tract or parcel of marsh land containing two hundred and fifty (250) acres, more or less, situate, lying and being in the northwestern portion of the City of Brunswick, in Olynn County, Georgia, which is bounded on the north by other lands of the Second Party, on the east by other marsh lands owned by the First Party, on the south and southwest by the low water line of East River and on the west by the low water line of Turtle River, and more fully described as follows, to-wit: commencing at the point on the low water line of Turtle River where the northern line of Second Street in the City of Brunswick, if prolonged westerly to the low water line of Turtle River, would intersect said low water line, said point marking the southwestern corner of said other lands of the Second Party, and from said commencing point running easterly along said prolongation of the northern line of Second Street to an iron rail at or near the high water line of said Turtle River; thence continuing easterly along such prolongation of the northern line of Second Street a distance of 2,300 feet to a point; thence running due south a distance of 5,570 feet, more or less, to the low water line of East River; thence running first in a general westerly and thence in a general northwesterly direction along the low water line of East River to its intersection with the low water line of Turtle River, and thence running in a general northerly direction along said low water line of Turtle River to the commencing point.

Said tract of land is a portion of the tract of marsh land which was conveyed by R. A. Gould, as Trustee, in Bankruptcy for Brunswick Railway & Terminal Securities Company a Bankrupt, to the First Party by a conveyance dated March 17, 1936, and recorded in the public records of Olynn County, Georgia, in Deed Book 4-F, page 709.

TO HAVE AND TO HOLD the real property above described and hereby conveyed, together with all and singular the rights, members and appurtenances thereto belonging or in any manner appertaining, unto the Second Party, its successors and assigns, forever in fee simple.

BE IT UNDERSTOOD, that the First Party, as the owner of said real property, under and pursuant to and in conformity with the terms and provisions of the Act of the General Assembly of Georgia chartering and creating the First Party, and of the various Acts of said General Assembly amendatory thereof, invited bids for the purchase of said real property, which invitation was advertised in The Brunswick News, a newspaper having a general circulation published in the City of Brunswick, in Olynn County, Georgia, for a period of ten days prior to July 6, 1951; that pursuant to, within the time fixed by and in accordance with said invitation, the Second Party submitted a bid for said real property of Twenty-five Thousand Dollars (\$25,000.00) cash, which bid was the highest and best bid submitted for said real property and exceeded one-half of the amount for which real property was last assessed for tax purposes by the First Party, and that at a meeting of the Commissioners of the First Party held at 10:00 o'clock, A.M., on July 6, 1951, the bid so submitted by the

VESTING  
DEED

6X/191



Second Party for said real property was unanimously accepted and the Acting Mayor of said City and the Secretary of said Commissioners were authorized and directed to execute and deliver this conveyance in the corporate name and behalf of the First Party to the Second Party conveying said real property.

And the First Party hereby warrants and will forever defend unto the Second Party, its successors and assigns, the right and title hereby conveyed in and to the real property above described, as against the lawful claims and demands of all persons, whomsoever.

IN WITNESS WHEREOF, the First Party has caused this writing to be signed, sealed and delivered, in its corporate name and behalf by its Acting Mayor, and the Secretary of its Commission, as hereinabove set out, on this the day and year first above written.

THE CITY OF BRUNSWICK

BY Robert A. Hupp  
Acting Mayor

WITNESSES: Harriet S. Jennings  
Secretary Commissioners of the  
City of Brunswick.

(Seal of the City)

Signed, sealed and delivered in the  
presence of:

L. M. Stephens  
M. La Nell Greene  
Notary Public, Glynn County, Georgia  
My Commission Expires May 31, 1955  
(Notarial Seal)

Recorded this 17th day of August, 1951

W. A. [Signature]  
Deputy Clerk

STATE OF GEORGIA

COUNTY OF GLYNN

THIS INDENTURE, made and entered into on this the 6th day of August, 1951, by and between Charles D. Bruce, J. Robert Bruce, and Edward C. Bruce, all of Glynn County, Georgia, and Mrs. Lucile Bruce Brown, acting by and through her attorney-in-fact Charles R. Bruce, the parties of the first part, and Roy C. Grumbless and Esther Y. Grumbless, both of Glynn County, Georgia, the parties of the second part.

WITNESSETH that the said parties of the first part, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration to them paid by the said parties of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, sold and conveyed, and by these presents do grant, bargain, sell and convey, unto the said parties of the second part, their heirs and assigns, the following real property, to-wit:

All of that certain tract, lot or parcel of land situate, lying and being in Glynn County, Georgia, on the Island of St. Simons therein, and in that subdivision on said Island known as "East Beach" or "Brunswick Beach", which is described and identified according to the official map and plan of said Brunswick Beach Subdivision made by E. J. Torres in July 1931, and of record in the office of the Clerk of the Superior Court of Glynn County, Georgia, in Plat Book No. 1, to which reference is hereby had for all purposes of description as all of lot number eight (8) and the western one-half (W. 1/2) of lot number Ten (10) in Block Twenty-nine (29) of said Brunswick Beach (East Beach) Subdivision, which said tract is bounded as follows, to-wit:

Southwesterly for eighty-two and five-tenths (82.5) feet by Fifteenth Street, northwesterly for one hundred and ten (110) feet by an unnamed forty-five foot wide street, northeasterly for eighty-two and five-tenths (82.5) feet by a twenty foot alley, and southeasterly for one hundred and ten (110) feet by the eastern one-half of lot number Ten (10).

## **6. Vesting Deed03.pdf**

Georgia, Glynn County

This indenture, made this 30th day of August, 1951, from Mariah Tisdal, First Party, of Duval County, Florida, formerly of Glynn County, Georgia, to Robert Mangrum, Second Party, of Glynn County, Georgia.

Witnesseth: That First Party, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, in hand paid, at and before the sealing and delivery of these presents, receipt of which is hereby acknowledged, does by these presents, bargain, sell and convey unto the said Second Party, his heirs and assigns, the following described real property, to wit:

All that tract of land lying in Glynn County, Georgia, and about two and one-half miles from Everett City, known as the "Old Mariah Tisdal Homestead", said land hereby conveyed containing fifty-seven acres, more or less, and being the same property conveyed to First Party by deed from R.H. Everett about fifty years ago, said deed having been destroyed by fire before recording.

To have and to hold the said bargained real property, together with all and singular the rights, members, and appurtenances thereto in any wise appertaining or belonging to the only proper use, benefit and behoof of the said Second Party, his heirs and assigns, forever in fee simple.

Party of the First Part, her heirs and legal representatives, will forever warrant and defend said real property against the claims of any person claiming by, through or under First Party, but not otherwise.

In witness whereof, First Party has hereunto set her hand, affixed her seal and delivered these presents, on this the day and year first above written.

Signed, sealed and delivered  
in the presence of,  
Maxine H. Wraggs  
J. Wesley Jernigan  
Notary Public, State of Georgia,  
residing in Glynn County.  
(Notarial Seal)

Marlah Tisdal (SEAL)

Recorded this 11th day of September, 1951

Deputy Clerk. ✓

*Witnessed by [Signature]*

THIS DEED, made this 19th day of February, 1951, by and between SOUTHERN RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Virginia, party of the first part; and BRUNSWICK PULP AND PAPER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, party of the second part; WITNESSETH:

That SOUTHERN RAILWAY COMPANY, party of the first part, for and in consideration of the sum of FIFTEEN THOUSAND EIGHT HUNDRED THIRTY AND 51/100 DOLLARS (\$15,830.51) to it paid by the party of the second part at and before the encasing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey, unto the said BRUNSWICK PULP AND PAPER COMPANY, party of the second part,

All that certain tract or parcel of land situate in the County of Glynn, in the State of Georgia, more particularly described as follows: BEGINNING at the northeasterly corner of a tract of land conveyed by Southern Railway Company to Brunswick Pulp and Paper Company by deed dated January 21, 1937, said corner being marked by a rail monument and being described in said deed as "a point six hundred forty-seven and two-tenths (647.2) feet South 20° 56' East of a point in the center line of the main track of Southern Railway Company leading to its Turtle River Docks, and twenty-four hundred forty-three (2443) feet South 72° 39' West

VESTING  
DEED

6X1452



of a stone monument planted in the westerly limit of the Dixie Highway, as hereinafter defined, said stone being planted on what would be the north boundary line of Ninth Street if the same were produced to the westerly limit of said Dixie Highway; and running thence South 56° 06' West, along northwesterly boundary of property conveyed to Brunswick Pulp and Paper Company by said deed of January 21, 1937, a distance of two thousand five hundred seventy and four-tenths (2,570.4) feet to a corner marked by a piece of pipe; thence South 74° 24' West, continuing along northwesterly boundary of property conveyed to Brunswick Pulp and Paper Company, as aforesaid, a distance of five hundred (500) feet; thence North 86° 51' West, one hundred (100) feet, more or less, to low water line along the westerly bank of Turtle River; thence in a general northerly direction, along said low water line, a distance of three hundred forty (340) feet, more or less; thence Northeastwardly, along a line which forms a right angle with the center line of Turtle River Docks spur track and intersects said center line at survey station 103 + 15 on said spur track, a distance of one hundred sixty (160) feet, more or less, to a point fifty (50) feet distant eastwardly (measured at right angle) from center line of said spur track; thence Northwardly, along a line parallel to and fifty (50) feet eastwardly (measured at right angles) from center line of said Turtle River Docks spur track, a distance of seven hundred forty-six (746) feet, more or less, to a point of curve opposite survey station 95 + 69, more or less, on said spur track; thence by a 16° curve to the right, a distance of five hundred twelve (512) feet, more or less; thence North 74° 21' East, a distance of eight hundred eighty (880) feet, more or less, to a point seventy-five (75) feet distant southwardly (measured at a right angle) from center line of said Turtle River Docks spur track at survey station 80 + 47.35 thereon; thence Northeastwardly, along a line parallel to or concentric with and seventy-five (75) feet southwardly from center line of said Turtle River Docks spur track a distance of two thousand nine hundred eight and thirty-five hundredths (2,908.35) feet, more or less, to a corner in boundary of property of Southern Railway Company; thence Southwardly, along easterly boundary of property of Southern Railway Company, a distance of five hundred seventy-five (575) feet, more or less, to a corner in the northerly line of Ninth Street, thence South 72° 39' West, along the said northerly line of Ninth Street, or the same extended, a distance of one thousand two hundred thirty-six (1,236) feet, more or less, to the point or place of beginning; containing 83 acres, more or less; and being shown in red outline on blueprint dated October 11, 1950, prepared in the office of Chief Engineer of Southern Railway Company at Washington, D.C., hereunto annexed;

Being a part of the same property which was conveyed to Moon and Brunswick Railroad Company (predecessor of Southern Railway Company) by Henry C. Day by deed dated June 4, 1881, recorded in the office of the Clerk of the Superior Court of Glynn County, Georgia, in Book U, folio 162, and by deed of Charles Day dated June 4, 1881, recorded in said Clerk's Office in Book U, page 165;

TO HAVE AND TO HOLD the aforescribed property, together with all and singular the rights, members and appurtenances thereunto belonging, or in any wise appertaining unto the said BRUNSWICK PULP AND PAPER COMPANY, its successors and assigns, forever, in fee simple.

Southern Railway Company, for itself and its successors, covenants that it is lawfully seized of said land and premises and has good right and lawful authority to make this conveyance, and that it, said Southern Railway Company, hereby warrants and will forever defend the title to said land and premises unto Brunswick Pulp and Paper Company, its successors and assigns, against the lawful claims of any and all persons whatsoever; PROVIDED, however, that the aforesaid warranty shall not apply to any property or rights lying westwardly of the high water mark on the Turtle River, as to which property and rights this deed is a QUITCLAIM only.

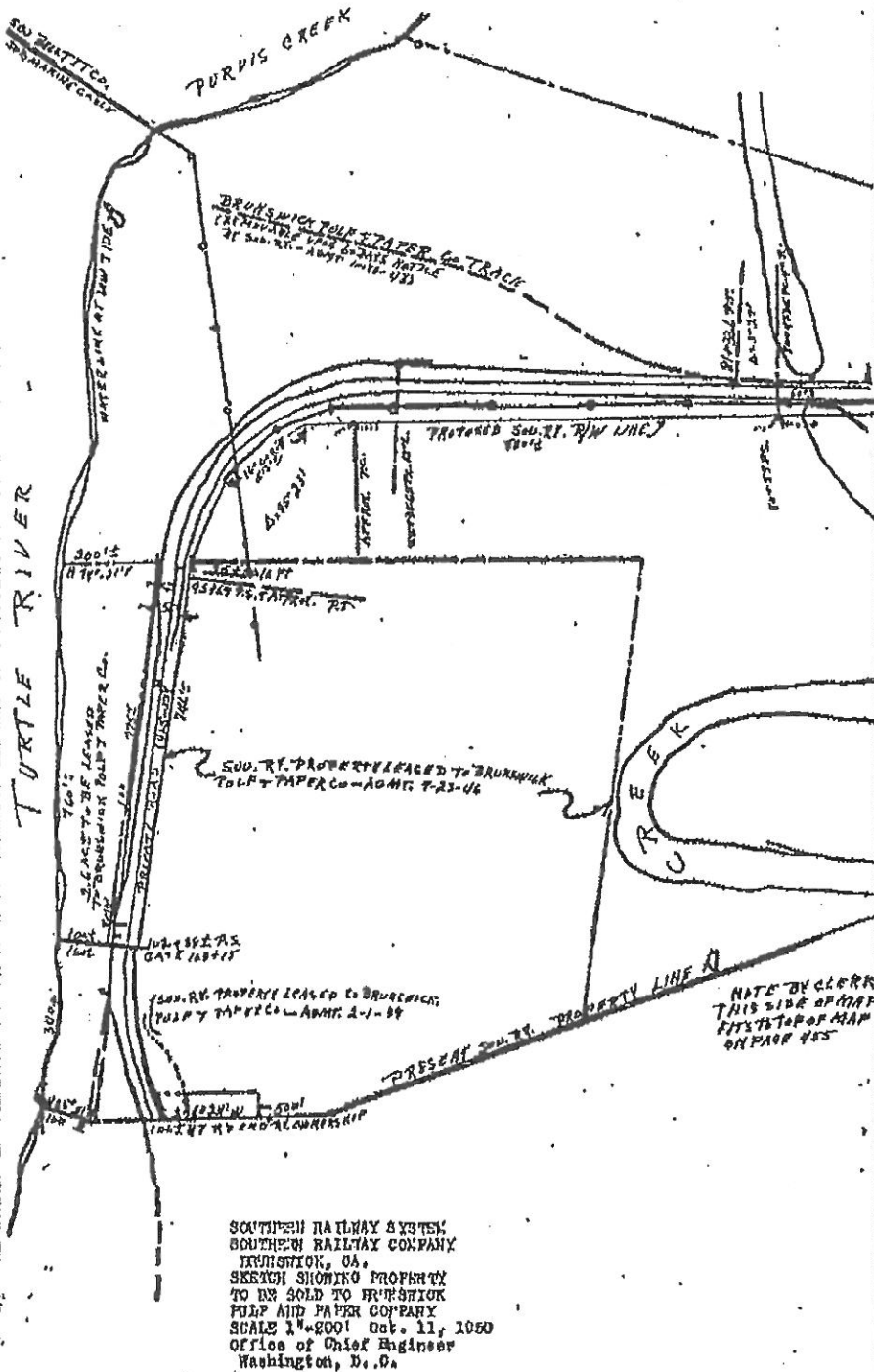
Taxes on said property for the calendar year 1951 shall be prorated between the parties hereto as of the date of delivery of this deed.

IN WITNESS WHEREOF, Southern Railway Company has caused these presents to be executed and its corporate seal to be hereunto affixed and attested by its proper officers thereunto duly authorized, this day and year first above written.

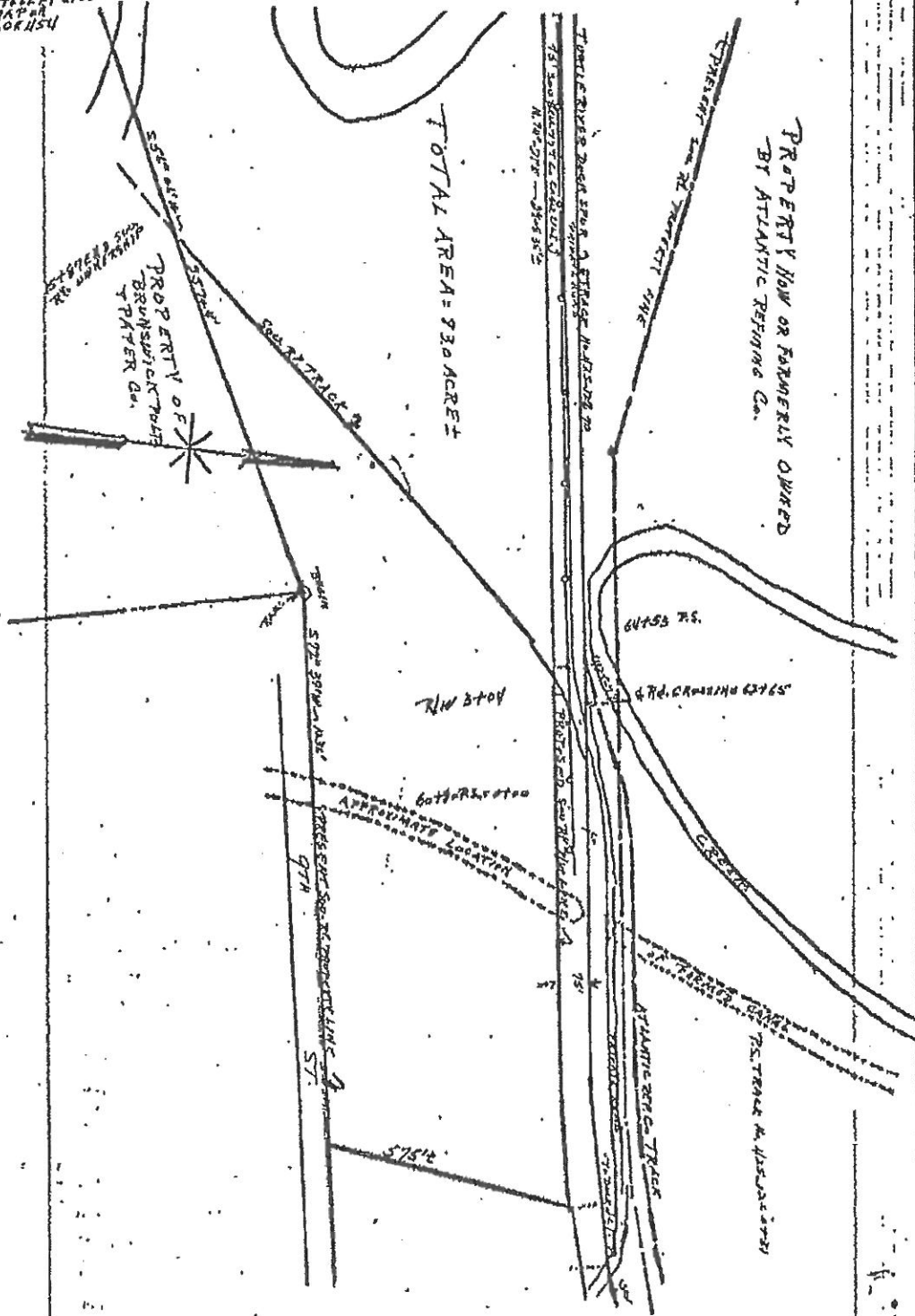
Signed, sealed and delivered in the presence of:  
Joseph M. Dorothy  
Robert R. House  
Notary Public in and for the  
District of Columbia  
My Commission expires November 15, 1951  
(Notarial Seal)

SOUTHERN RAILWAY COMPANY,  
By John B. Hyde Vice President  
L. B. Attest:  
H. L. Eddington  
Assistant Secretary  
(Seal of Company)

U. S. Internal Revenue Stamp attached \$17.60



NOT BY CORN  
THIS SIDE OF MAP  
FIVE TRACTS  
REMAINS  
UNDEVELOPED



Recorded this 11th day of September, 1961.

*[Handwritten signature]*

## 7. Vesting Deed04.pdf

GEORGIA, GLYNN COUNTY,

A CONVEYANCE, made this August 2nd, 1961, from MARQUITA M. DURDEN, of Glynn County, Georgia, as the First Party, to BRUNSWICK PULP & PAPER COMPANY, a Delaware corporation, domesticated under the laws of Georgia and having an office and place of business near Brunswick, in Glynn County, Georgia, as the Second Party,

WITNESSETH: For and in consideration of the conveyance by the Second Party to the First Party of certain real property in the 1356th District, G.H., of Glynn County, Georgia, containing 2.01 acres and more fully described in a conveyance from the Second Party to the First Party of even date herewith and delivered simultaneously with the delivery of this conveyance and in exchange for the real property hereinafter described in this conveyance, the First Party hereby grants and conveys unto the Second Party, its successors and assigns, the following described real property, to-wit:

Those certain lots, tracts or parcels of land situate, lying and being in the 1356th District, G.H., of Glynn County, Georgia, containing .78 of an acre, shown upon the attached print of a plat of survey made by Robert J. Egaria, Georgia Registered Surveyor No. 1199, dated June 16, 1961, entitled "Proposed Land Trade Between MARQUITA M. DURDEN and BRUNSWICK PULP & PAPER CO. - Located in the 1356th, G.H.D. of Glynn Co., Georgia", as Tract "A", containing .51 of an acre, and Tract "B", containing .27 of an acre, such tracts being shown in blue on said print, and having the following courses, distances and measurements around the same, to-wit:

TESTING  
DEED

100/471



TRACT "A": The beginning point at the northwestern corner of said Tract may be located according to the system of Plane Rectangular Coordinates established by the United States Coast & Geodetic Survey and known as "The Georgia Coordinate System, East Zone", by commencing at U.S. Marker 60-14, such marker being at Coordinates X-10,485.17 <sup>feet</sup>, Y-6,982.12 <sup>feet</sup>, and running thence north 60 degrees 25 minutes east a distance of 3.66 chains to a point, thence south 7 degrees 43 minutes east a distance of 37.75 chains to a point, thence south 12 degrees 24 minutes east a distance of 14.38 chains to a point, thence south 30 degrees west a distance of 3.03 chains to a point, thence south 70 degrees 21 minutes east a distance of 2.44 chains to a point, thence south 88 degrees 11 minutes east a distance of 19.68 chains to a point and thence south 33 degrees 05 minutes west a distance of .44 chains to the northwestern corner of said Tract and (the beginning point); and from said beginning point running south 88 degrees 11 minutes east a distance of 1.99 chains to the northeastern corner of said Tract, thence south 46 degrees 30 minutes west a distance of 7.24 chains to a concrete monument and thence north 33 degrees 05 minutes east a distance of 6.04 chains to the northwestern corner of said Tract and the beginning point. Said Tract is triangular in shape and is bounded northerly by other lands of the First Party, easterly by lands of one Elkins and westerly by lands of the Second Party.

TRACT "B": The beginning point at the southwestern corner of said Tract may be located according to said System of Plane Rectangular Coordinates by commencing at U. S. Marker No. 60-14, such marker being at Coordinates X-10,485.17 feet, Y-6,982.12 feet, and running thence north 60 degrees 25 minutes

east a distance of 3.66 chains to a point, thence south 7 degrees 43 minutes east a distance of 37.75 chains to a point, thence south 12 degrees 24 minutes east a distance of 14.38 chains to a point, thence south 30 degrees west a distance of 3.03 chains to a point, thence south 70 degrees 21 minutes east a distance of 2.44 chains to a point, thence south 88 degrees 11 minutes east a distance of 19.68 chains to a point and thence north 33 degrees 05 minutes east a distance of .62 chains to the southwestern corner of said Tract and the beginning point; and from said beginning point running north 33 degrees 05 minutes east a distance of 2.84 chains to a point, thence south 29 degrees 04 minutes east a distance of 1.61 chains to a point, thence south 46 degrees 30 minutes west a distance of 1.52 chains to a point and thence north 88 degrees 11 minutes west a distance of 1.23 chains to said southwestern corner of said Tract and the beginning point. Said Tract is bounded northeasterly by other lands of the First Party, such lands being subject to an easement held by Georgia Power Company, southeasterly by other lands of the First Party, southerly by other lands of the First Party and northwesterly by lands of the Second Party.

Reference is hereby made to said attached print for further description and identification of said real property and for all other purposes.

TO HAVE AND TO HOLD the real property above described and hereby conveyed together with the improvements thereon, if any, and all and singular the rights, members and appurtenances thereunto belonging or in any manner appertaining unto the Second Party, its successors and assigns, forever in fee simple.

And the First Party hereby warrants and will forever defend unto the Second Party, its successors.



and assigns, the right and title hereby conveyed  
in and to the real property above described, as  
against the lawful claims and demands of all  
persons whomsoever.

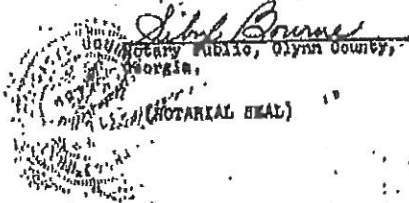
IN WITNESS WHEREOF, the First Party has here-  
unto set her hand, affixed her seal and delivered  
these presents, on this the day and year first  
above written.

*Margaret M. Buisson* (SEAL)

Signed, sealed and deliv-  
ered in the presence of:

*Lucille Christian*

*Libb Bourne*  
Notary Public, Olynn County,  
Georgia.



[illegible]

## 8. Vesting Deed05.pdf

219

A CONVEYANCE, made as of January 1, 1963, from  
MALLERY KING AIKEN, of San Francisco County, California,  
BUFORD AIKEN MORLICK, of Newcastle County, Delaware,  
temporarily in Chatham County, Georgia, FRANKLIN D.  
AIKEN, JR., of Spalding County, Georgia, ISAAC M.  
AIKEN, of Glynn County, Georgia, FLORENCE AIKEN  
STRACHAN, of Chatham County, Georgia, FANNIE BRYAN  
AIKEN, of Chatham County, Georgia, KING VAN BUREN  
AIKEN, of Glynn County, Georgia, temporarily in Fulton  
County, Georgia, and CLAIRE MCGINNIS AIKEN, of Glynn  
County, Georgia, as guardian of ROBERT BRYAN AIKEN,  
also of Glynn County, Georgia, as the First Parties,  
to BRUNSWICK PULP & PAPER COMPANY, a Delaware cor-  
poration, domesticated in Georgia and having an  
office and place of business in Glynn County, Georgia,  
as the Second Party, WITNESSETH:

1. Said Mallery King Aiken, Buford Aiken Morlick,  
Franklin D. Aiken, Jr., Isaac M. Aiken, Florence  
Aiken Strachan and Fannie Bryan Aiken, six of the First  
Parties, each owns an undivided one-seventh interest  
in the real property hereinafter described, and said  
King Van Buren Aiken, one of the First Parties, and  
Robert Bryan Aiken, whose guardian, Claire McGinnis  
Aiken, is the other of the First Parties, each owns  
an undivided one-fourteenth interest therein. All of  
said persons are sui juris except said Robert Bryan  
Aiken, who is a minor.

2. Upon a proper proceeding had for the purpose,  
said Claire McGinnis Aiken, the mother and as such  
the natural guardian of Robert Bryan Aiken, (Hugh  
Fraser Aiken, the father of said minor, being dead),  
was appointed guardian of said Robert Bryan Aiken by  
an order of the Court of Ordinary of Glynn County,  
Georgia, passed on March 5, 1957. Thereafter, on the  
same date, said Claire McGinnis Aiken qualified, and

VESTING  
DEED

11A/219

since that date has been and now is acting as such guardian,

3. At the January Term, 1963, of said Court of Ordinary, and on January 7, 1963, the petition of said Claire McGinnis Aiken, as guardian of said Robert Bryan Aiken, praying for leave to sell at private sale the undivided one-fourteenth interest of her ward in the property hereinafter described to the Second Party at and for the sum of \$1,433.33 in cash for the purpose of re-investment came on to be heard, said petition having been filed and citation having been issued thereon on December 10, 1962, and notice of the hearing thereon having been duly published once a week for four weeks before the date of the hearing in the Brunswick News, the newspaper in which the Sheriff's advertisements for said County appear, and a copy of said petition and citation having been served personally upon said Robert Bryan Aiken,

4. Upon said hearing the Court of Ordinary granted said petition and ordered the sale of said minor's undivided one-fourteenth interest in said real property to the Second Party as prayed in said petition.

NOW THEREFORE, in consideration of the promises and of the sum of \$20,000 cash to the First Parties in hand paid by the Second Party, at or before the sealing and delivery of these presents, the receipt of which is confessed, (the sum of \$1,433.33 having been paid to Claire McGinnis Aiken, as Guardian of Robert Bryan Aiken, one of the First Parties, and the remainder of \$18,566.67 having been divided among the other of the First Parties, in proportion to their respective interests in the real property hereinafter described), the First Parties hereby grant, bargain, sell and convey unto the Second Party, its successors and assigns, the following described real property, to-wit:

FIRST

That certain lot, tract or parcel of land situate, lying and being in the 26th District, U.M., of Glynn County, Georgia, described and identified in a conveyance from the Mayor and Council of the City of Brunswick, a Georgia Municipal corporation, to Frank D. Aiken, dated December 26, 1912, and recorded in said public records in Deed Book 3-F, page 235, as follows, to-wit:

"That certain lot, tract or parcel of land, situate and being in said State and County, and in the City of Brunswick, therein, and in that portion of said City known, designated, and being the Town Commons thereof, and more particularly described upon the map and plan thereof, of file in the office of the Clerk of the first party, as

"That lot or parcel of land situate in and being a part of what is known as the Town Commons of the City of Brunswick aforesaid in said State and County and particularly described as lying upon the West Side of the Altamaha Canal and bounded on the West by lands granted to Samuel Wright, on the south by Academy Creek and on the North and East by the Altamaha Canal aforesaid, said parcel of land containing twenty-five (25) acres, more or less, as per plat attached."

SECOND

And that certain lot, tract or parcel of land situate, lying and being in Glynn County, Georgia, described and identified in a conveyance from Glynn County, a political subdivision of the State of Georgia, to the Estate of F. D. Aiken, dated July 30, 1948, and recorded in said public records in Deed Book 6-I, page 736, as follows, to-wit:



"That portion of the old Brunswick-Altamaha Canal Right-of-Way adjoining the property of the party of the second part extending from the property of Greenwood Cemetery on the north to Academy Creek on the \_\_\_\_\_ Said strip of land hereby conveyed being the one-half of the Brunswick-Altamaha Canal Right-of-Way adjoining the property of the party of the second part, excepting therefrom a strip 50 feet wide, measured from the center line of said Canal and extending the entire length of the property conveyed, said 50 foot strip being retained by the County. The area conveyed containing 4.8 acres, more or less."

Reference is hereby made to said two conveyances and to the record of each for further description and identification of said real property and for all other purposes.

TO HAVE AND TO HOLD the real property above described and hereby conveyed, together with the improvements thereon, and all and singular the rights, members and appurtenances thereunto belonging or in any manner appertaining, unto the Second Party, its successors and assigns, forever in fee simple.

And said MALLERY KING AIKEN, BUFORD AIKEN MORLYCK, FRANKLIN D. AIKEN, JR., ISAAC M. AIKEN, FLORENCE AIKEN STRACHAN, FANNIE BRYAN AIKEN and KING VAN BUREN AIKEN hereby warrant and will forever defend unto the Second Party, its successors and assigns, the right and title hereby conveyed in and to an undivided thirteen-fourteenths interest in the real property hereinabove described, KING VAN BUREN AIKEN warranting as to an undivided one-fourteenth interest and each of the other persons mentioned warranting as to an undivided one-seventh interest, as against the lawful claims and demands of all persons whomsoever.



And said CLAUDE MCDONNELL AIKEN, as guardian of ROBERT BRYAN AIKEN, hereby warrants and will forever defend unto the Second Party, its successors and assigns, to the extent guardians are allowed by law to warrant and defend but no further, the right and title hereby conveyed in and to an undivided one-fourteenth interest in the real property above described and hereby conveyed.

IN WITNESS WHEREOF, the First Parties have signed, sealed and delivered these presents, as of the day and year first above written, but on the day and year and in the State and County set opposite the respective name of each.

Signed, sealed and delivered in the presence of:

(As to Mallery King Aiken  
in San Francisco County,  
California, on February 15<sup>th</sup>  
1963)  
*Mallery King Aiken* (SEAL)  
(Mallery King Aiken)

(As to Buford Aiken Horlick  
in Chatham County, Georgia,  
on February 14, 1963)  
*Buford Aiken Horlick* (SEAL)  
(Buford Aiken Horlick)

(As to Franklin D. Aiken,  
Jr., in Spalding County,  
Georgia, on February 14,  
1963)  
*Franklin D. Aiken, Jr.* (SEAL)  
(Franklin D. Aiken, Jr.)

(As to Isaac M. Aiken, in  
Olynn County, Georgia, on  
January 30<sup>th</sup>, 1963)  
*Isaac M. Aiken* (SEAL)  
(Isaac M. Aiken)

(As to Florence Aiken Strachan  
in Chatham County, Georgia, on  
February 10, 1963): Florence Aiken Strachan (SEAL)  
(Florence Aiken Strachan)  
Isaac K. Strachan  
Notary Public, Chatham  
County, Georgia.

(As to Fannie Bryan Aiken,  
in Chatham County, Georgia,  
on February 10, 1963): Fannie Bryan Aiken (SEAL)  
(Fannie Bryan Aiken)  
Isaac K. Strachan  
Notary Public, Chatham  
County, Georgia.

(As to King Van Buren Aiken,  
in Fulton County, Georgia,  
on February 13, 1963): King Van Buren Aiken (SEAL)  
(King Van Buren Aiken)  
John F. McIlwain  
Notary Public, Fulton  
County, Georgia.

(As to Claire McGinnis  
Aiken, guardian of Robert  
Bryan Aiken, in Glynn  
County, Georgia, on  
January 20, 1963): Claire McGinnis Aiken (SEAL)  
(Claire McGinnis Aiken,  
as Guardian of Robert  
Bryan Aiken.)  
John F. McIlwain  
Notary Public, Glynn  
County, Georgia.



RECORDED IN DAY OF FEBRUARY 1963  
CLERK OF SUPERIOR COURT  
CHATHAM COUNTY, GEORGIA

## 9. Vesting Deed06.pdf

STATE OF GEORGIA,  
COUNTY OF GLYNN.

92

A CONVEYANCE, made this August 22, 1967,  
from FRANK B. JONES INSURANCE AGENCY, INC., a Georgia  
corporation with an office and place of business in  
Glynn County, Georgia, and ROY J. BOYD, of Glynn  
County, Georgia, as the First Parties, to BRUNSWICK  
PULP & PAPER COMPANY, a corporation under the laws of  
Delaware, with an office and place of business in Glynn  
County, Georgia, as the Second Party,

WITNESSETH: For a valuable consideration, the  
receipt of which is confessed, the First Parties hereby  
convey, remise, release and forever quitclaim unto the  
Second Party, its successors and assigns, all of the  
right, title, interest, equity, estate, claim and de-  
mand in and to the following described real property,  
to-wit:

All that certain lot, tract or parcel of land situate,  
lying and being in Glynn County, Georgia, and in the 1356th  
Georgia Militia District therein, containing 8.06 acres,  
more or less, and being fully described and identified  
according to a print of a plat prepared by Robert J.  
Bagaria, Georgia Registered Surveyor No. 1199, entitled  
"Division of a Disputed Area Between F. Jones-R. Boyd &  
Brunswick Pulp & Paper Co.", as follows, to-wit: Com-  
mencing at a point located on said print of a plat as  
XIII 1-A-21 which point is Y 7750.92; X 10150.36 of the  
United States Coast and Geodetic Survey as shown on said  
print of a plat, and from said point running thence north  
56 degrees 14 minutes east for a distance of 6.00 chains  
to the point and place of beginning and from said begin-  
ning point which is shown on said print of a plat as  
Concrete Marker XIII 1-A-20B running thence south 54

VESTING  
DEED

132/99

degrees 40 minutes east for a distance of 24.21 chains to a point shown on said print of a plat as Concrete Marker Xlll 1'A-20A; thence running north 19 degrees 12 minutes west for a distance of 25.01 chains along an old blazed line to a point; thence running south 56 degrees 14 minutes west for a distance of 6.66 chains to the point and place of beginning.

Reference is hereby made to said print of a plat, which is attached hereto and made a part hereof for further description and identification and for all purposes whatsoever.

TO HAVE AND TO HOLD the real property above described and hereby conveyed, together with the improvements thereon, and all and singular the rights, members and appurtenances thereunto belonging or in any manner appertaining, unto the Second Party, its successors and assigns, forever in fee simple.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and affixed their seals and delivered these presents, said Frank B. Jones Insurance Agency, Inc., acting by and through its duly authorized officers, on this the day and year first above written.

(As to Frank B. Jones Insurance Agency, Inc.)

Signed, sealed and delivered in the presence of:

FRANK B. JONES INSURANCE AGENCY, INC.

*Frank B. Jones* (SEAL)  
President

ATTEST:

*Walter C. Collins*  
*Hattie D. Graham*  
Notary Public, Glynn County, Georgia.

*Albert B. Jones* (SEAL)  
Secretary

(As to Roy J. Boyd)

Signed, sealed and delivered in the presence of:

*Walter C. Collins*

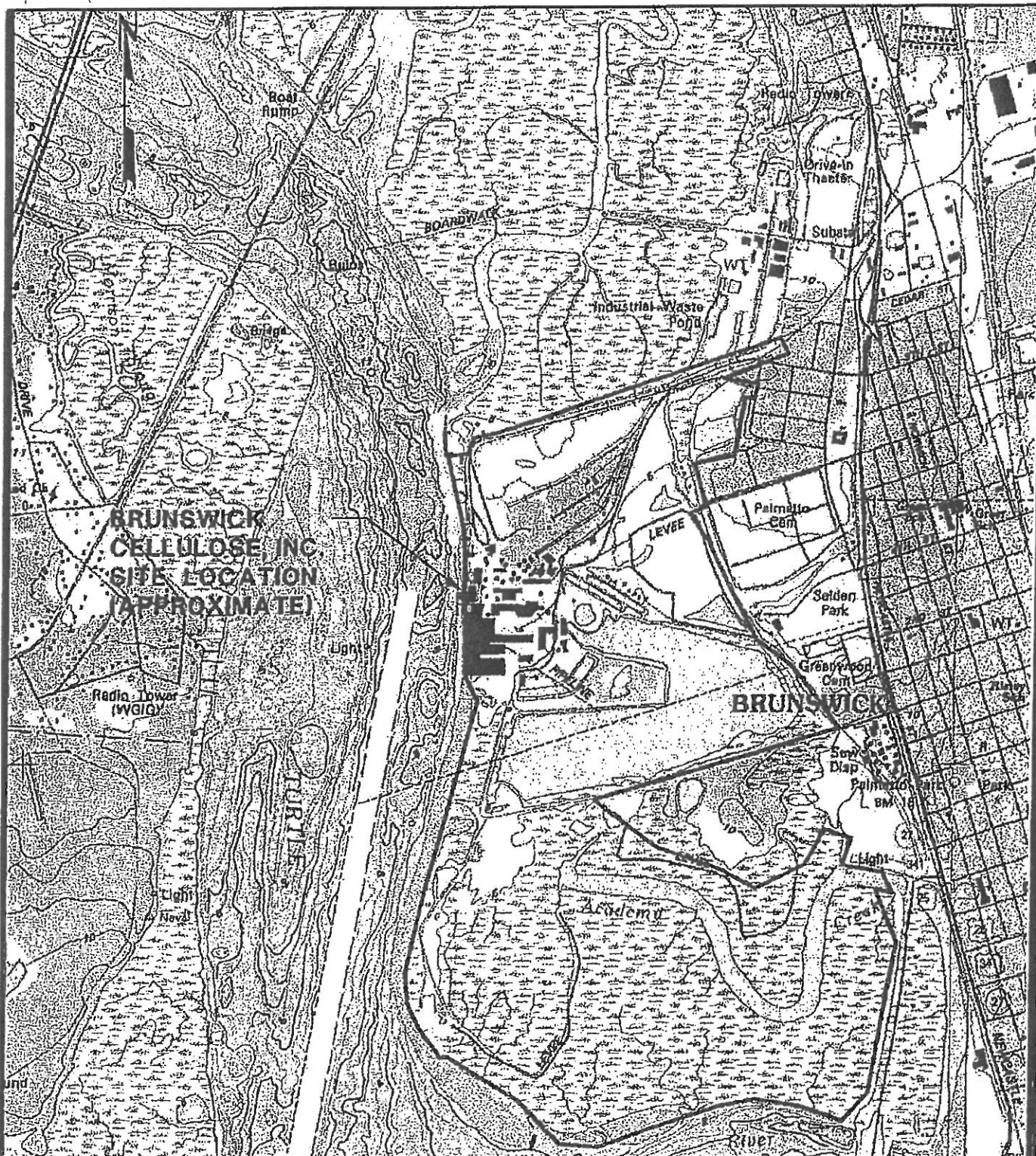
*Hattie D. Graham*  
Notary Public, Glynn County, Georgia.

*Roy J. Boyd* (SEAL)



28 August 1967

Exhibit B  
Map of Area



TOPOGRAPHIC MAP DERIVED FROM DELORME  
1995 USGS 7.5' BRUNSWICK WEST QUADRANGLE



BRUNSWICK CELLULOSE, INC.  
BRUNSWICK, GEORGIA

PROJECT NO. 206163



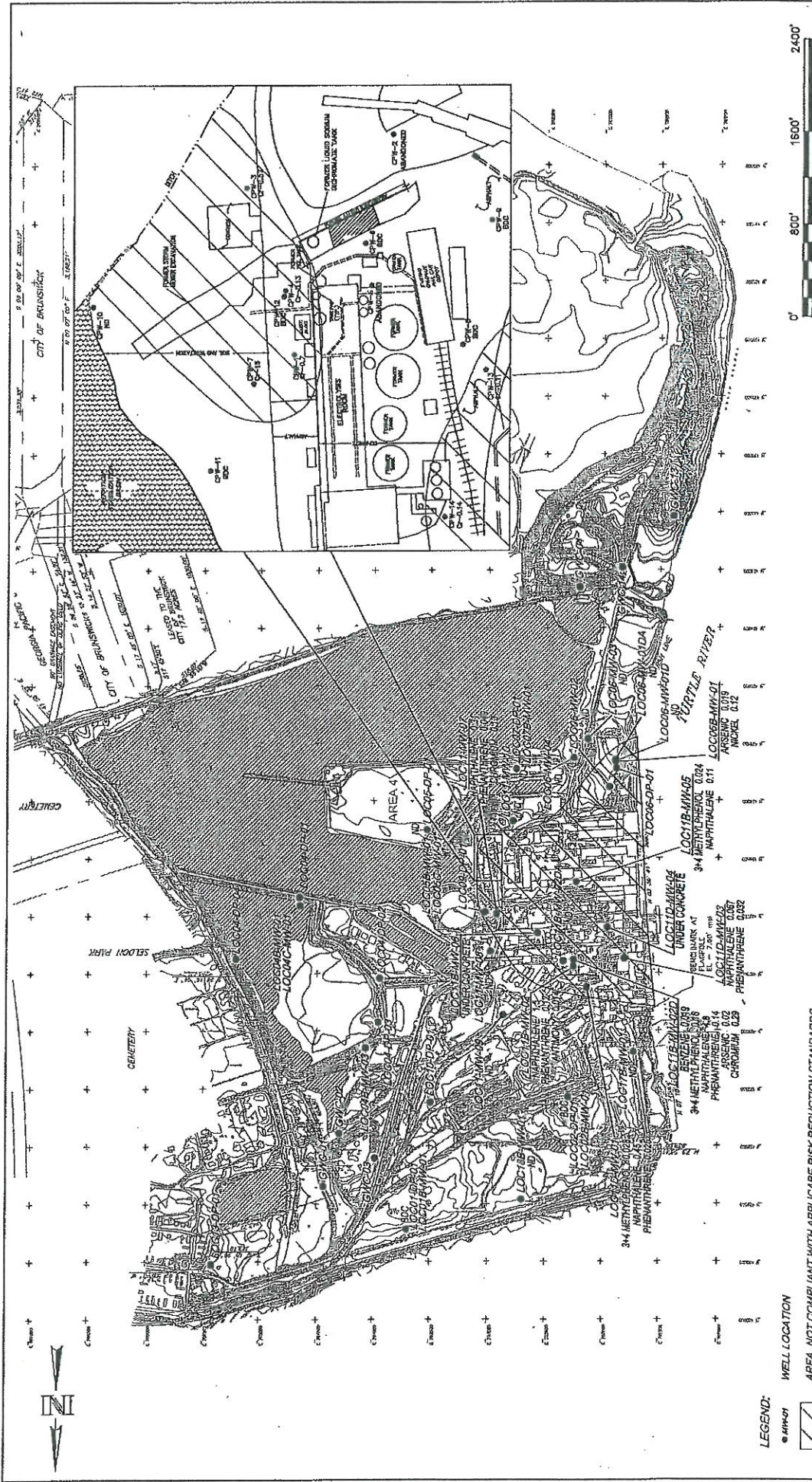
EarthCon Consultants, Inc.  
1880 WEST OAK PKWY, BLDG 100, STE 108, MARIETTA, GA, 30062

SITE LOCATION MAP

DRAWN: SH	CHECKED: PK	DATE: 10/3/2011	FIGURE: 1
-----------	-------------	-----------------	-----------

Exhibit C  
Map of Restricted Shallow Surficial Groundwater Use Areas





**BRUNSWICK CELLULOSE, INC.**  
 FORMER CHLORATE PLANT SITE  
 BRUNSWICK, GEORGIA  
 HSI NO. 10819  
 PROJECT NO. 02.20060163

**ARTHCON®**  
 EarthCon Consultants, Inc.  
 1680 WEST OAK PARK, BLDG 100, STE 06, WAREHETTA, GA 30052

**EXHIBIT C**  
 MAP OF RESTRICTED SHALLOW  
 SURFICIAL GROUNDWATER USE AREAS

OWNER	ED	DATE	DESIGNED	FIGURE



Exhibit D  
Sample Inspection Report

# SITE USE AND NON-RESIDENTIAL SOIL RRS MONITORING EVALUATION FORM

Georgia Pacific - Former Chlorate Plant, Brunswick, HSI Site No. 10619

TYPE	No.	CRITERIA RESPONSE	YES	NO
Land Use	1	Does this HSRA site meet the definition of non-residential property as defined in HSRA Rule 391-3-19.02(2)?  "Non-residential property means any property or portion of a property not currently being used for human habitation or for other purposes with a similar potential for human exposure, at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification major group..."		
	1a	If no to 1, provide a written explanation (attached) to the EPD within 30 days.		
Exposure	2	Are site workers expected to be directly exposed to soils with chemical concentrations in excess of Type 2 RRS at this HSRA site in excess of 250 days per year?		
	2a	If yes to 2, are these same site workers expected to be exposed to soils at this HSRA site in excess of 25 years throughout their career?		
Erosion	3	Is there evidence of soil erosion in the remedial areas of the property?		
	3a	If yes to 3, is there evidence of erosion of these soils to off-property areas?		
	3b	If yes to 3a, are corrective measures being taken?		
	3c	If yes to 2, 3, 3a, and/or 3b, provide written explanation (attached) to the EPD within 30 days.		
Property Instruments	4	Do all leases or other property instruments for the site have the applicable deed notice language inserted into them.		
	4a	If no to 4, provide a written explanation (attached) to the EPD within 30 days.		
Inspection	5	Date of inspection:		
	5a	Name of inspector:		
	5b	Photographs showing current land use (attached)		

Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

\_\_\_\_\_  
NAME (Please type or print)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE