

Bay Minette Planning Commission Agenda
Conference Room at City Hall
September 14, 2017
8:00 a.m.

1. Called to Order
2. Invocation and Pledge
3. Approval of Minutes for August 10, 2017 Regular Meeting
4. Old Business:
 - None
5. New Business:
 - Subdivision Request from Alabama Power for a portion of Baldwin County Tax Parcel 05-19-08-47-0-001-0017.000 which is owned by the Beveridge Family Limited Partnership
 - Site Plan Review for Plasmine Technology, Inc. located at 251 Newport Parkway for administrative building and associated parking.
6. Reports:
 - A. Mayor/Council
 - B. Attorney
 - C. Commissioner's Comments
7. Adjourn

Bay Minette Planning Commission Regular Meeting Minutes

Minutes August 10, 2017

Monthly Meeting No. 8

The Bay Minette Planning Commission met in Regular Session on Thursday, August 10, 2017. The meeting was called to order by Chairman Stewart at 8:00 a.m., in the Conference Room located in Bay Minette City Hall, in Bay Minette, Alabama; this being the proper place, date and hour as advertised to hold such meeting.

IN ATTENDANCE At 8:00 a.m. the following members were present:

Todd Stewart, Chairman
Ed Pepperman, Vice-Chairman
Robert A. "Bob" Wills, Mayor
John Biggs, Councilmember
Oscar Waters, Building Official
Scotty Langham, Commission Member
David Diehl, Commission Member

Absentee:

Clair Dorrough, Commission Member
Dollie Mims, Commission Member

Other person in regular attendance:

Scotty Lewis, Attorney
Rita Diedtrich, City Clerk
Diane Burnette, SARPC

GUESTS No guests were present.

INVOCATION Commission Member Diehl gave the invocation and followed by the pledge. Chairman Stewart welcomed everyone to the meeting.

ITEM 3. Approval of Minutes of the July 13, 2017 Regular Meeting. After discussion of the minutes; Commission Member Pepperman moved to approve the minutes. The motion was seconded by Commission Member Langham and unanimously carried

ITEM 4. Chairman Stewart introduced Item 4: Old business:

- None

ITEM 5.

Chairman Stewart introduced Item 5: New Business:

- Chairman Stewart introduced Election of Officers. Chairman Stewart opened the floor for nominations for Chairman; Mr. Pepperman nominated Commission Member Diehl, however, the nomination was withdrawn due to length of service on the Commission. Commission Member Waters nominated Chairman Stewart to remain as Chairman. Chairman Stewart closed the floor for nomination of the position of Chairman. Commission Member Waters moved to approve Todd Stewart as Chairman of the Planning Commission. Mayor Wills seconded the motion and the motion carried unanimously. Chairman Stewart opened the floor for nominations for Vice-Chairman, Commission Member Langham nominated Vice Chairman Pepperman to remain as Vice-Chairman. Chairman Stewart closed the floor for nominations. Commission Member Langham moved to approve Ed Pepperman as Vice-Chairman of the Planning Commission. Commission Member Water seconded the motion and the motion carried unanimously,
- Chairman Stewart introduced a public hearing for the proposed Amendment to the Subdivision Regulations to amend family subdivisions. Chairman Stewart opened the public hearing. With on one present to comment, Chairman Stewart closed the public hearing. Commission Member Pepperman moved to approve and adopt the amendment to the subdivision regulations. Commission Member Waters seconded the motion and the motion carried unanimously.

ITEM 6.

Reports:

A. Mayor/Council Report:

- The first reading of the amendment to the Land Use Ordinance was held on August 7, 2017
- Update on Mayor's Prayer Breakfast
- Update on Police Chief Crook's retirement
- Update on the Mega Site

B. Attorney Report

- None

C. Commissioner's Report

- Chairman Stewart led a discussion of livestock in the City Limits

ITEM 7.

With no further business, Chairperson Stewart adjourned the meeting at 8:50 a.m.

DONE THIS THE 10th DAY OF AUGUST 2017

Todd Stewart, Chairman

ATTEST:

Rita Diedtrich, City Clerk

August 28, 2017

Oscar Waters
City of Bay Minette Building Department
301 D'Olive Street
Bay Minette, AL 36507

RE: Bay Minette / Baldwin County Substation Project

Dear Mr. Waters,

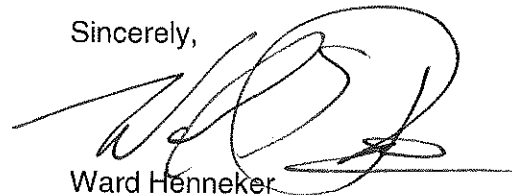
On behalf of Alabama Power Company ("APCO"), please accept this letter in support of APCO's request for approval of subdivision plan for a portion of Baldwin County Tax Parcel 05-19-08-47-0-001-017.000. Based on our previous discussions, this subdivision would be considered a minor subdivision under the regulations. In support of this request, enclosed please find the following documents:

1. APCO's Application for Preliminary/Final Subdivision Plat Approval
2. Executed Authorization to Act as Agent document
3. Three copies of plat drawings with required information noted
4. Preliminary site lay out of substation
5. APCO's application fee

I would like to have this request for subdivision approval heard during the next available Planning Commission meeting on September 14, 2017. If you could confirm that this application is complete (or in the alternative identify anything else that is needed), I would greatly appreciate it. Find attached to this application a check for \$290.00 which is the required application fee (\$150 fee, plus \$20 for 2 lots, plus \$120 for 12 certified letters to adjacent land owners). Please do not hesitate to contact me directly at 205-257-2187 or whenneke@southernco.com if you have any questions, concerns, or need for additional information.

Your help is greatly appreciated.

Sincerely,



Ward Henneker
Alabama Power Company

City of Bay Minette

Subdivision checklist Preliminary Plat

Please see article 13 for the land use and development ordinance for a complete listing of the requirements for subdividing and commission action. Preliminary plat approval does not constitute final plat approval nor does it authorize official recording of the plat nor does constitute or effect an acceptance by the city of any street or other open space shown on the plat.

- 1- Name and address of the owner of record and sub divider and name and registration number of surveyor
- 2- Proposed name of subdivision and its acreage
- 3- North Pointe graphic scale and date
- 4- Vicinity map showing location and acreage of the subdivision
- 5- Exact boundary lines of the tract by bearing and distance.
- 6- Names and addresses of owners of record of adjoining land with their approximate acreage.
- 7- Existing streets, utilities and easements on and adjacent to the tract including the size and width of each.
- 8- Proposed subdivision layout using contours of vertical intervals of not more than five(5) feet and including streets, alleys and easements with both dimensions and proposed street names: lot lines: land to be reserved or dedicated for public uses: and any land to be used or purposes other than single family dwellings.
- 9- Block letters and lot numbers.
- 10- Indication of zoning district boundaries if such exists. Otherwise indicate the proposed use of all land within the subdivision as well as any restriction on the lots.
- 11- Preliminary sketch plans of proposed utility layouts (sewer, water, gas, and electricity), including pipe sizes and the location of valves and fire hydrants and showing feasible connections where possible to existing and proposed utility systems.
- 12- Preliminary sketch plan of all drainage facilities.
- 13- Minimum building front yard setback lines.
- 14- Typical street cross section and center line profiles.
- 15- Location of streams lakes and swamps and land subject to flooding as determined from past history of flooding and as delineated by the U.S.G.S or U.S. Corps of Engineers.
- 16- Location of land dedicated for a neighborhood park or open space area for subdivisions exceeding fifty (50) lots.
- 17- Soils in the area to be subdivided at a scale equal to that of the preliminary plat.
- 18- Any other information that may be considered necessary by the committee for full and proper consideration of the proposed subdivision.
- 19- Inscription saying "NOT FOR FINAL RECORDING"

City of Bay Minette

Planning Commission Application for Preliminary/Final Subdivision Plat (PUD) approval

Date: August 30, 2017

Name of Subdivision (PUD): Bay Minette SS Subdivision

Name of applicant/owner: Beveridge Family Limited Partnership

Address: 240 Hand Ave, Bay Minette, AL 36507

Street or PO Box

City

State

zip

Name of Local Agent/ Engineer, if other than Applicant: Alabama Power Company

Address: c/o Ward Henneker, 600 North 18th Street, Birmingham, AL 35203

Street or PO Box

City

State

zip

Subdivision (PUD) Location: portion of Baldwin County Tax Parcel 05-19-08-47-0-001-017.000

Total Acreage: 849 acres

of Lots (units): from 1 parcel to 2

Average Lot Size: subdivided parcel will be 25.10 acres, remainder of parcel remains intact.

Water Source: N/A

Sewer Source: N/A

Owners of land 100' adjacent or opposite:

- | Name | Address |
|----------------------------------|--|
| 1 Wilbur Richerson, Jr., | 975 Old Dirt Road, Spruce Pine, AL 35585 (5.4 acres) |
| 2 Philip D. Causey, | 4015 Cypress Landing S, Winter Haven, FL 33884 (2.6 acres) |
| 3 Larry K. & Rethea Crenshaw, | 9721 Smithfield Farms Rd, Bay Minette, AL 36507 (12 acres) |
| 4 Natalie Martin, | PO Box 278, Coldspring, TX 77331 (6.4 acres) |
| 5 Natalie & Jerrice Martin, | PO Box 278, Coldspring, TX 77331 (18 acres) |
| 6 Larry Crenshaw, | 9721 Smithfield Farms Rd, Bay Minette, AL 36507 (1.7 acres & 25 acres) |
| 7 Beth Anne & Leroy T Pierce, | 100E I-65 Service Rd North, Mobile, AL 36617 (53 acres) |
| 8 Harry Dyke & Mist Boeschen, | PO Box 1203, Bay Minette, AL 36507 (16 acres) |
| 9 Smith Field Farms, Inc, | PO Box 443, Stockton, AL 36579 (172 acres) |
| 10 Hamilton C. & Bruce B. Smith, | 2410 Hand Ave, Bay Minette, AL 36507 (855 acres & 179 acres) |
| 11 Longleaf Land Co Inc., | PO Box 758, Bay Minette, AL 36507 (799 acres) |
| 12 Ray Jones, | PO Box 1629, Bay Minette, AL 36507 (79 acres & 30 acres) |

Applicant Name: Alabama Power Company on behalf of Beveridge Family Limited Partnership

Signature: [Signature] (Ward Hencker, Alabama Power)

Date 8/28/17

Total: \$290.00

Cost- **\$150.00** plus **\$10.00** per lot (2 lots) and 12 certified letters **\$10.00 ea** (certified letters and advertising cost must be paid in advance)

City of Bay Minette

Final Plat

Please see Article 13 of the Land Use and Development ordinance for a complete listing of the requirement for subdividing and commission action.

- 1- Name and address of owner of record and sub-divider and name and registration number of surveyor and or engineer.
- 2- Name of subdivision, north pointe, graphic scale and date
- 3- Vicinity map showing location and acreage o the sub-division
- 4- Names of owners of record of adjoining land with their appropriate acreage.
- 5- Location of steams lakes and swamps and land subject to flooding as determined from past history of flooding and as delineated by the U.S.G.S or U.S. Corps of Engineers
- 6- Bearings and distances to the nearest established street lines or official monuments section lines accurately tied to the lines of the subdivision by distances and bearings and bearing and distance to a section corner or to an immediately adjacent place which is tied to a section corner.
- 7- Municipal and county lines shall be accurately tied to the liens of the subdivision by distance and angles when such lines traverse or are reasonable close to the subdivision.
- 8- Location of land dedicate to a neighborhood park or open space area for subdivisions exceeding (50) fifty lots.
- 9- Exact boundary lines of the tract, determined by a field survey, giving distances to the nearest one-tenth (1/10) foot and angles to the nearest minute.
- 10- Exact location, widths, and names of all streets and alleys within an immediately adjoining the new subdivision.
- 11- Street right-of-way lines showing angles of deflection angles of intersection radii and lines of tangents.
- 12- Location of all utilities and drainage facilities as well as easements for such facilities.
- 13- Lot lines with dimensions to the nearest one-tenth(1/10) foot and bearings to the nearest minute.
- 14- Lots numbered numerically and blocks lettered alphabetically.
- 15- Each lot shall have a house number.
- 16- Indication of zoning district boundaries if such exists. Otherwise indicate the proposed use of and restrictions on each lot within the subdivision. These restrictions are to be recorded on or with the plat.
- 17- Location, dimensions and purposes of any easements and any areas to be used reserved or dedicated for the public use.
- 18- Accurate location material and description of all monuments and markers.

19- Minimum building front yard setback lines.

City of Bay Minette

Planning Commission
Application for **Final** Subdivision Plat (PUD) approval

Date _____

Name of Subdivision (PUD)

Name of applicant/owner _____

Address _____
Street or PO Box City State zip

Name of Local Agent/ Engineer, if other than Applicant

Address: _____
Street or PO Box City State zip

Subdivision (PUD) Location: _____

Total Acreage _____ # of Lots (units) _____

Average Lot Size _____

Water Source _____

Sewer Source _____

Applicant Name: _____

Signature: _____

Date _____

Total \$ _____

Cost- \$100.00

City of Bay Minette

Mayor
Robert A. Wills

City Clerk Finance Director
Rita Diedtrich Tammy Smith



District 1 District 3
Danleigh Corbett John W. Biggs

District 2 District 4
Mike Phillips William Taylor

District 5
Shannon Clemmons

"A Family Place"

8/29/17

Alabama Power submitted subdivision application (Beveridge Subdivisions) along with a check in the amount of \$290.⁰⁰, check # 0017145.

Janice Reed
[Signature]

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AUTHORIZATION TO ACT AS AGENT OF APPLICANT

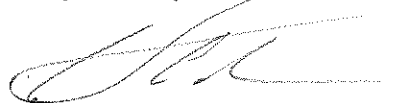
I, HAMILTON SMITH, on behalf of Beveridge Family Limited Partnership (hereinafter "Seller"), the owner of property designated by Tax Parcel Identification Number 19-08-47-0-001-017.000 located in Section 24, Township 01 South, Range 02 East in Baldwin County, Alabama (hereinafter "Subject Property"), do hereby consent to the subdivision and zoning of this Subject Property so as to permit its lawful use as an electric substation. In doing so, I hereby authorize Alabama Power Company ("APCO"), its employees, and authorized representatives (hereinafter "Agent(s)") to act as my Agent(s), in my name, place, and stead, for the limited purpose of securing the subdivision and/or zoning of the Subject Property so as to permit its lawful use for electric utility purposes.

The rights, powers, and authority of said agent(s) herein granted shall commence immediately and be in full force and effect upon the execution of this instrument. The authority conferred herein shall remain in full force and effect thereafter unless and until the purpose of this Authorization to Act as Agent of Applicant is fully accomplished or upon Agent's receipt of Seller's written notice of revocation of this Authorization to Act as Agent of Applicant provided to the following address:

Alabama Power Company
600 North 18th Street / 12N-0982
Attn. Brian Murphree
Birmingham, AL 35203

Any person, including my Agent(s), may rely upon the validity of this Authorization to Act as Agent of Applicant or a copy thereof unless that person knows it has been terminated or is invalid. Any action taken in good faith pursuant to the foregoing authority shall be binding upon Seller, his heirs, assigns, and personal representatives.

Beveridge Family Limited Partnership



BY: Hamilton Smith

ITS: MANAGING PARTNER

STATE OF ALABAMA

COUNTY OF BALDWIN

I, Brian A. Murphree, a Notary Public in and for said County and State, hereby certify that Hamilton Smith, whose name as MANAGING PARTNER of Beveridge Family Limited Partnership is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that being informed of the contents of said document, he, as such officer, and with full authority, did execute the same voluntarily for and as the act of said corporation.

Given my hand and seal of office this 4th day of MAY, 2017.

Brian A. Murphree
Notary Public
My commission expires: 8/14/2020



City of Bay Minette
Planning Commission
Site Plan Review Check List

Date 8/30/2017

Project Administration Facility

Applicant Plasmine Technology Inc.

The Site Plan Review Check List is to be presented at the initial inquiry for site plan review to acquaint the applicant of the necessary documents and design plans that are necessary for placement on the Planning Commission agenda. Upon reception of these necessary elements; this checklist will be completed by the Planning and Zoning Administrator and attached to design plans, along with a completed application. All members of the Planning Commission will receive the Site Plan Review Checklist, design plans and completed application prior to the scheduled Site Plan Review.

Necessary elements for the site plan review (Section 8.9): Completed Applications along with design plans that shall include site plans, architectural plans with landscaping plans as stated. A site plan shall be prepared, signed and sealed by an architect or an engineer that is currently licensed in the State of Alabama. It is noted by the State Codes of Alabama that the services of a registered architect shall be required on all buildings for public assembly over 2500 square feet. All design plans shall be drawn to scale. Drawing scale must be large enough to be readable (no smaller than 1 inch = 50 feet). Plans shall address the following requirements:

- A. The location and size of the site (dimensions, size in square footage and acreage) including topography along with a legal description and a current certified survey.
- B. A vicinity map showing the site relation to surrounding property.
- C. The recorded ownership and developer's interest.
- D. Date, scale, north arrow, title, and names and contact information for property owner(s), developer, engineer, architect and landscape designer (if applicable), including current license numbers.
- E. The relationship to the site to existing development in the area including streets, utilities, residential, and commercial development, and physical features of the land including significant ecological features. This information can be combined with requirements for the vicinity map specified in this section.
- F. Zoning classification of site and of adjacent properties. (Article VI)
- G. The density or intensity of land use to be allocated to all parts of the site together with tabulations by acreage and percentages thereof itemized by use and density.

- H. The location, size and character of any common open space, commonly owned facilities and form of organization which will own and maintain any common opens space and such facilities.
- I. Adjacent public and/or private streets including lot(s) frontage, dimensions, surface type, and existing or proposed access. (Section 7.9)
- J. Front, side and rear setbacks (Section 8.12)
- K. The use and maximum height, bulk, location and dimensions of all buildings (existing and proposed) and any other structures to be located on the site.
- L. Parking design standards and improvement requirements (Section 9.2) and Off-street loading and unloading space. (Section 9.3)
- M. Front, side and rear architectural elevations. These elevations shall indicate:
- 1. Design character of buildings and structures
 - 2. Specific materials existing/planned for use on building and structures, including colors of any and all materials employed, with their locations indicated on the elevations
 - 3. Height of buildings and structures (Section 7.3)
 - 4. Roofs and overhangs
 - 5. Special design features (if applicable) may include compliance with the American Disabilities Act Requirements
 - 6. Yard requirement (7.4)
- N. Location, size and type of signage, any pre-existing, non-conforming signs must meet the current sign regulations. (Article XVI)
- O. The substance of covenants, grants of easements or other restrictions which will be imposed upon the use of land, buildings and structures, including proposed easements or grants for public utilities or other purposes. (Section 7.12)
- P. Landscape and Tree Protection (Article X), includes off street parking, buffer requirements and special designs.
- Q. Surface Drainage and Erosion and sediment control (Section 7.13 and 7.14)
- R. Screening, Lighting and Space. (Section 7.16)
- S. Location of garbage disposal facilities/buffer (If applicable)
- T. In case of plans which call for development over a period of years, a schedule showing the proposed times within which applications for building permits are intended to be filed.
- U. Where required by ALDOT, the applicant will provide proof that the driveway permit application has been submitted to ALDOT. If a traffic study is required the applicant shall provide copies of the study to the Building Department.

- W. Any additional data, plans or specifications which the applicant or the City believes is pertinent and which will assist in clarifying the application including, but not limited to plans for screening, lighting and space, surface drainage, erosion and sediment control, water and sewer connections, landscaping, and signs.

This checklist corresponds to the City of Bay Minette Zoning Ordinance as well as reflecting the City Comprehensive Plan. It is designed to aid the applicant and serve as a tool for the Bay Minette Planning Commission decisions. While each site plan application is unique, it is imperative to follow the Zoning Ordinance and Comprehensive Plan guidelines to achieve the desired goals of our community while supporting the future growth and development.

Planning and Zoning Administrator

Fire Inspector

Comments:

City of Bay Minette

Application for Site Plan Review

State of Alabama
County of Baldwin
City of Bay Minette

This is to certify that I (we) the undersigned do hereby request the City of Bay Minette Planning Commission to grant a Site Plan Review for the location to determine if it Meets the regulations of the Land Use and Development Ordinance as indicated below, and for the reasons stated.

1- Personal Information:

Plasmine Technology, Inc
251 Newport Parkway Bayminette, AL 36507
Project Manager - Jimmy Rowell (251) 422-0015


2- Location of the Site Plan Review Request:

251 Newport Parkway
Bay Minette, AL 36507

3. - Reason for Request:

There is going to be an addition of an administrative building and associated parking.

Dated this 30 day of August, 2017


Owner or Authorized Representative

Consult the Industrial Development Board before Site Plan can be reviewed

Application fee \$50.00

SP 7,000,000

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:
2004 April - 5 6: 00 AM
Instrument Number 799995 Pages 10
Recording 30.00 Mortgage
Deed 1000.00 Min Tax
Index Bk 5.00
Archive
Adrian I. Johns, Judge of Probate

Endorsement as required by
Alabama Law:
This instrument was prepared by:
T. Bruce McGowin, Esquire
HAND ARENDALL, L.L.C.
Post Office Box 123
Mobile, Alabama 36601

STATE OF ALABAMA §
COUNTY OF BALDWIN §

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **Reichhold, Inc.**, a Delaware corporation (formerly known as Reichhold Chemicals, Inc.), (hereinafter called "Grantor"), in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration paid to Grantor by **Plasmine Technology, Inc.**, a corporation (hereinafter called "Grantee", the receipt whereof is hereby acknowledged, does, subject to all reservations, matters and exceptions hereinafter mentioned, hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee the following described real property situate in the County of Baldwin, State of Alabama, to-wit (the "Property"):

See Exhibit "A" attached hereto and incorporated herein by this reference.

The Property is conveyed subject to the lien for current ad valorem taxes and to the following specifically:

1. Easement granted Alabama Power Company by Brown Wood Preserving Company by instrument dated April 12, 1947, and recorded in Deed Book 120, page 461.
2. Easement granted Alabama Power Company by C. A. Thompson, et al by instrument dated April 30, 1947 and recorded in Deed Book 120, Page 453.
3. Easement granted Alabama Power Company by Newport Industries, Inc. by instrument dated April 8, 1947 and recorded in Deed Book 120 N.S., pages 457-458.
4. A 30 foot roadway easement at the Southeast Corner of the Property as shown on survey by McCrory & Williams Consulting Engineers & Land Surveyors, dated August 22, 1989 and as shown on survey by Johnny E. Holley (Al. Reg. No. 23660) dated February 13, 2004.
5. No warranty of title is made as the triangular area of 0.65 acres marked "L & N R.R. Bk. 8 N.S. page 30" on plat of survey by Aust-Pondor dated July 30, 1973, more particularly shown on survey by McCrory & Williams Consulting Engineers & Land Surveyors, dated August 22, 1989 and as shown on survey by Johnny E.

799995

Holley (Al. Reg. No. 23660) dated February 13, 2004.

- 6. Any claim arising by reason of fences not being on the true South line of the Property as shown on survey by McCrory & Williams Consulting Engineers & Land Surveyors, dated August 22, 1989 and as shown on survey by Johnny E. Holley (Al. Reg. No. 23660) dated February 13, 2004.
- 7. Existing railroad right-of-way.
- 8. Right-of-way of Newport Parkway as it now exists along South margin of the Property described.
- 9. All prior mineral reservations.
- 10. Matters shown upon survey provided by Johnny E. Holley (Al. Reg. No. 23660) of Hutchinson, Moore & Rauch, LLC, dated February 13, 2004.

All recordations mentioned herein refer to the records in the office of the Judge of the Probate Court of Baldwin County, Alabama.

TO HAVE AND TO HOLD said Property, together with all and singular, the rights, members, privileges, tenements, improvements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining; subject, however, to the reservations, matters and exceptions to which reference is hereinabove made, unto the said Grantee and to the successors and assigns of Grantee forever.

FURTHER, THE FOLLOWING COVENANTS, RESTRICTIONS, NEGATIVE EASEMENTS, INDEMNIFICATIONS AND RELEASE OF CLAIMS are given by Grantee under this Deed as of the date hereof.

WHEREAS, pursuant to that certain Property Purchase Agreement dated as of the 26th day of March, 2004 (the "Agreement") Grantor has contemporaneously herewith conveyed to Grantee the Property as described above; and

WHEREAS, a material inducement to Grantor to agree to sell the Property to Grantee for the purchase price set forth in the Agreement and to execute, acknowledge and deliver this Deed was the agreement of Grantee to accept a deed to the Property which would include as part of the deed the covenants, restrictions, negative easements, indemnifications and release of claims set forth in the following paragraphs, and to execute, acknowledge and record the same among the real property records of Baldwin County, Alabama, so as to evidence Grantee's acceptance of the covenants, restrictions, negative easements, indemnifications and release of claims and Grantee's agreement that Grantee, Grantee's successors and assigns and the Property shall hereinafter be bound thereby, and for HARIMA USA, INC., 3473 Satellite Blvd, Suite 302, Duluth, Georgia ("Guarantor") to guarantee Grantee's obligations and performance hereunder; and

NOW, THEREFORE, in consideration of the mutual agreements of the parties, of the

conveyance by Grantor of the Property for the purchase price set forth in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties hereby agree, Grantee hereby makes and conveys, and Grantor hereby reserves the following covenants, restrictions, negative easements, indemnifications and release of claims:

1. Grantee acknowledges that Grantor has, prior to execution of the Agreement, completed environmental work deemed appropriate by Grantor at the Property as evidenced in various environmental reports. Grantee for itself and its successors and assigns and all future grantees or holders of any interest in the Property agrees to accept the work at the Property as deemed necessary or appropriate by Grantor, and Grantee and its successors and assigns and all future grantees or holders of any interest in the Property shall not disturb or allow others to disturb same, except as may be specifically required by a governmental entity or agency having jurisdiction over the Property. Purchaser further agrees to continue in place and operation those certain systems on the Property designed to introduce dissolved and compressed oxygen into the groundwater underlying the Property in order to degrade and treat certain chlorinated compounds and petroleum products therein until such time as the modification or closure of such systems are duly authorized by appropriate regulatory authorities.

2. Grantee, for itself, its successors and assigns, and future grantees or holders of any interest in the Property, forever waives, releases and agrees not to make any claim against Grantor, International Paper Company, Arizona Chemical Company, Tenneco, Inc., or any of their affiliates, subsidiaries, agents, employees, shareholders, officers, directors, predecessors in interest, predecessors in title, successors or assigns (collectively, the "Grantor Parties") for any claim, including but not limited to, any cost recovery, whether directly or by way of contribution, or for any other relief whatsoever, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (RCRA) and any state equivalents thereof or any other Environmental Law (as hereinafter defined) providing for or permitting any right of recovery or liability that may arise after the date of this Deed in connection with the environmental condition of the Property or any other area, including the presence, use, discharge, spill, storage, generation, migration, handling, recycling, processing, treatment, disposal, release or threatened release of, or a person's exposure to any Regulated Materials (as hereinafter defined) at the Property or any other area. Grantee, for itself, its successors and assigns and all future grantees or holders of any interest in the Property shall be responsible for satisfying and shall indemnify, defend and hold harmless the Grantor Parties from and against any liability, penalties, injuries, damages, orders, claims, causes of action, third-party claims, losses and costs, including but not limited to reasonable attorneys and consulting fees and environmental investigation, settlement, compliance, response and remedial clean-up costs, (collectively, a "Liability") that may arise after the date of the Deed in connection with the environmental condition of the Property or any other area including the presence, use, discharge, spill, storage, generation, migration, handling, recycling, processing, treatment, disposal, release, or threatened release of or a person's exposure to Regulated Materials at the Property or any other area whether such Liability arises from a condition existing or an event occurring prior to or subsequent to the date of the Deed and whether such condition or event was disclosed by Grantor, or was otherwise known or ought to have been known to Grantee or was readily discoverable or latent or was caused by Grantor.

3. As used herein, the phrase "Regulated Materials" means and shall include, without limitation, any chemical (including chemicals that Grantee was permitted to use or store at the Property under the Lease as defined as Permitted Chemicals under said Lease), pollutant, contaminant, solid waste, liquid waste, hazardous waste, medical waste, radioactive waste, asbestos, polychlorinated biphenyls, petroleum-derived substance, hazardous or toxic substance or material as defined in or pursuant to any Environmental Law and any other material, substance, or waste, including without limitation solvents and asbestos-containing materials, that is or becomes regulated under any Environmental Law. As used herein, the phrase "Environmental Law" means and shall include without limitation any federal, state or local law, ordinance, rule, guideline, order, policy, standard or regulation as amended, whether now applicable or existing or hereinafter enacted or applicable and common law relating to environmental, health, or safety matters including but not limited to those under the jurisdiction of the Occupational Safety and Health Administration, the Department of Transportation, the Environmental Protection Agency, and the State of Alabama equivalents.

4. Grantee, for itself, its successors and assigns and all future grantees or holders of any interest in the Property, agrees that no portion of the Property shall be used for residential purposes, and no use shall be made of the groundwater (perched or otherwise) under the Property for purposes of drinking water, manufacturing, irrigation or any other purpose ("Prohibited Purposes"), and these restrictions shall be covenants running with the land and restricting the use of the Property forever. By the recording of the Deed, Grantee also hereby grants to Grantor and to Grantor's successors and assigns, and Grantor, in conveying the Property by the Deed, hereby reserves to itself and to its successors and assigns, a perpetual easement permitting Grantor and its successors and assigns to prevent Grantee, its successors and assigns and all future grantees or holders of any interest in the Property from using the Property, in whole or in part, for such Prohibited Purposes. This easement shall include the right to immediately take such action including, but not limited to, actions at law or in equity, as may be appropriate or useful in enforcing the easement rights conferred upon and reserved by Grantor and Grantor's successors and assigns, including, but not limited to, the right to obtain, ex parte, a restraining order or other injunctive relief allowing Grantor or its successors or assigns to enter upon the Property, with workers and equipment, to (i) dispossess any persons who are occupying any portion of the Property for residential purposes, (ii) raze any structure, improvement or appurtenance that is wholly or partially devoted to such Prohibited Purposes, or (iii) take such action as may be necessary or appropriate to prevent the groundwater (perched or otherwise) from being used for drinking water, manufacturing, irrigation or any other Prohibited Purpose. Grantee, for itself its successors and assigns and all future grantees or holders of any interest in the Property, shall indemnify, defend and shall hold Grantor, its respective subcontractors, affiliates, predecessors in interest, predecessors in title, successors and assigns, harmless from and against any and all claims, liabilities, suits, damages, costs and expenses (including attorney's fees) arising out of or in any way relating to a breach of any covenants, restrictions, negative easements and release of claims created, granted and/or reserved herein.

5. This Deed, including the covenants, restrictions, negative easements, indemnifications and release of claims created, granted and/or reserved herein, shall be binding upon Grantee, its successors and assigns and any holder of any interest in or claim to the Property forever and shall inure to the benefit of Grantor and Grantor's predecessors in interest, predecessors in title, successors and assigns. Grantee and Grantor have included the Covenants,

restrictions, negative easements, indemnifications and release of claims in this Deed knowing and intending that it shall be recorded in the land records of Baldwin County, Alabama, as being a part of this Deed. The negative easements contained in this Deed shall burden the Property in perpetuity and the rights of Grantor under said easements shall be freely transferable by Grantor in whole or in part. The covenants, restrictions, indemnifications, release of claims and other provisions contained in this instrument shall also be deemed to be covenants running with the land and shall be deemed to be newly made upon each subsequent conveyance or encumbrance of the Property and shall be deemed to be newly made upon each subsequent conveyance or encumbrance of the Property with a term equal to the longest term then available under applicable law.

6. These covenants, restrictions, negative easements, indemnifications and release of claims created, granted and/or reserved herein shall replace and supersede any release of claims and/or indemnification provided by either or both of the parties in the Lease Agreement between Reichhold, Inc., Plasmine Technology, Inc., and Harima USA, Inc. made as of January 31, 2000.

7. Grantee, for itself, its successors and assigns and all future grantees or holders of any interest in the Property has hereby caused this portion of the Deed, creating, granting and/or reserving covenants, restrictions, negative easements, indemnifications and release of claims, to be executed and acknowledged by a person duly authorized to bind Grantee, its successors and assigns and all future grantees and holders of any interest in the Property, in order to acknowledge and evidence the creation, grant and/or reservation of the covenants, restrictions, negative easements, indemnifications and release of claims in this Deed conveying the Property.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name and on its behalf by its duly authorized officer effective the day and date set forth below. Grantor hereby reserves to itself and to its successors and assigns the foregoing covenants, restrictions, negative easements, indemnifications and release of claims. Grantor also hereby accepts the creation and grant by Grantee of the covenants, restrictions, negative easements, indemnifications and release of claims which shall be deemed to be initially made and granted by Grantee to Grantor by the recording of this Deed.

DONE this 26 day of March, 2004.

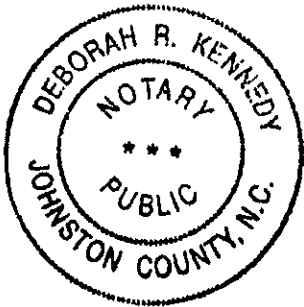
REICHHOLD, INC.

By Daniel E. Uyesato
Name: Daniel E. Uyesato
Title: General Counsel and Secretary

STATE OF North Carolina)
COUNTY OF Johnston)

I, the undersigned authority, a notary public, hereby certify that Daniel E. Uyesato, whose name as General Counsel and Secretary of Reichhold, Inc., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

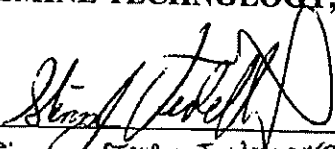
Given under my hand on this the 26 day of March, 2004.



Deborah R. Kennedy
Notary Public
My Commission Expires: 11-6-2007

IN WITNESS WHEREOF, Grantee has caused this instrument to be executed in its name and on its behalf by its duly authorized officer effective the day and date first above stated. The foregoing covenants, restrictions, indemnifications and release of claims are hereby granted by Grantee to Grantor and to Grantor's successors and assigns and the foregoing shall be deemed to be covenants that shall run with the title to the Property and shall be deemed to be remade and re-granted each time title to the Property is transferred or encumbered, with a term, in all cases equal to the longest period then available under applicable law. The foregoing negative easements shall be deemed to be perpetual easements that shall be freely transferable by Grantor.

PLASMINE TECHNOLOGY, INC.

By 
Name: Steven J Violette
Title: PRESIDENT & CEO

STATE OF Alabama)
COUNTY OF Baldwin)

I, the undersigned authority, a notary public, hereby certify that Steve J. Violette, whose name as President of, PLASMINE TECHNOLOGY, INC., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand on this the 30th day of March, 2004.

Mildred Melquist Hartzog
Notary Public
My Commission Expires: 11-21-2005

IN WITNESS WHEREOF, Guarantor has caused this instrument to be executed in its name and on its behalf by its duly authorized officer effective the day and date first above stated. Guarantor hereby unconditionally guarantees timely performance by Grantee, its successors and assigns, and all future grantees or holders of any interest in the Property of all of their duties and obligations set forth in this instrument. All references in this instrument or the use of the term "Grantee" shall include Guarantor. The liability of Grantee and Guarantor to Seller shall be joint and several. Guarantor represents and warrants that it is duly formed, that it is validly existing and that it is doing business in the United States and in the State of Alabama.

HARIMA USA, INC.

By: *Hisao Noguchi*
Name: Hisao Noguchi
Title: Vice President

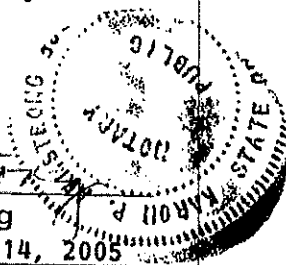
STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

I, the undersigned authority, a notary public, hereby certify that Hisao Noguchi, whose name as Vice President of HARIMA USA, INC., a California corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand on this the 8th day of March, 2004.

KARON P ARMSTRONG
Notary Public-State of Florida
My Commission Expires NOV 14, 2005
COMM. # DD 055246

Karon P. Armstrong
Notary Public Karon P. Armstrong
My Commission Expires: November 14, 2005
Commission No. DD 055246



Address of Grantee: Reichhold, Inc. Attn: Site Remediation Dept. 2400 Ellis Road Durham, North Carolina 27703	Address of Grantor: Plasmine Technology, Inc. 3298-35 Summit Boulevard Pensacola, Florida 32503
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Handwritten initials

LEGAL DESCRIPTION

PARCEL 1

From the Southeast Corner of the Southwest Quarter of Section 10, Township 2 South, Range 3 East, Baldwin County, Alabama; run thence West along South line of said Section 10, 1429 feet to a point; thence North 43 feet to an iron marker, said point being the Southeast Corner of Parcel No. 2, as recorded in Deed Book 52, pages 129-130 of the Probate Records; from said point run thence North 01°40' East along East line of Newport Industries, Inc., property 216 feet to an iron marker for the Point of Beginning of herein described property; thence continue North 01°40' East along said property line 915 feet to a point; thence East 258 feet to a point; thence South 01°40" West, 915 feet to a point; thence West 258 feet to the point of beginning, excepting therefrom a triangular portion of 30 foot roadway easement over and across extreme Southeast Corner of above described property.

PARCEL 2

From the Southwest Corner of Section 10, Township 2 South, Range 3 East; run South 89°23'30" East, 63.00 feet; thence run North 00°34'40" East, 100.00 feet; thence run South 89°23'20" East, 867.50 feet to a point; thence run South 00°34'40" East, 57.00 feet to a point; thence run South 89°23'20" East, 275.00 feet to a point; thence run North 00°41'40" East, 1271.00 feet to a point; thence run South 60°17' West, 162.97 feet to the Point of Beginning; thence continue South 60°17' West, 155.68 feet; thence run North 00°38' East, 133.80 feet to a point on the South right-of-way of the main line of the Louisville & Nashville Railroad; thence run South 67°03'11" East, 145.22 feet to the Point of Beginning.

Being the same property conveyed to James Graham Brown Foundation, Inc., a Kentucky Corporation, to Reichhold Chemicals, Inc., a Delaware Corporation, by deed dated February 27, 1974 and recorded March 1, 1974 in Deed Book 458, page 710, Probate Court Records of Baldwin County, Alabama.

PARCEL 3

Beginning at a point 63 feet East and 100 feet North of the Southwest corner of Section 10, Township 2 South, Range 3 East; thence run due East 867 feet to a point; thence due North 1185 feet to a point on the South line of the right-of-way of the Main Line of the Louisville & Nashville Railroad Co.; thence Westerly and Southerly along the said line of right-of-way of the Main Line of the said Louisville & Nashville Railroad Company and the East line of the right-of-way of the Bay Minette & Fort Morgan Railroad 1241 feet to the place of beginning.

PARCEL 4

Commencing at a point 63 feet East and 100 feet North of the Southwest Corner of Section 10, thence due East 867 feet, which is the Point of Beginning for this parcel; run thence due South 57 feet; thence due East 275 feet; thence due North 1271 feet to a point; thence in a Southwesterly direction and on a line parallel with the South line of the right-of-way of the Main Line of the Louisville & Nashville Railroad Company to a point directly North of the Point of Beginning; thence South 1108 feet along the East line of Parcel No. 3 to the Point of Beginning.

Being the same property conveyed by Tenneco Chemicals, Inc., to Reichhold Chemicals, Inc., by deed dated July 31, 1973 and recorded August 3, 1973 in Deed Book 448, page 971, Probate Court Records of Baldwin County Alabama, LESS AND EXCEPT THE FOLLOWING:

From the Southwest Corner of Section 10, Township 2 South, Range 3 East, run South 89°23'20" East, 63.00 feet; thence run North 00°34'40" East, 100.00 feet; thence run North 89°23'20" East, 867.50 feet to a point; thence run South 00°34'40" East, 57.00 feet to a point; thence run South 89°23'20" East, 275.00 feet to a point; thence run North 00°41'40" East, 1131 feet to the Point of Beginning; thence continue North 00°41'40" East, 140 feet; thence run South 60°17' West, 162.97 feet to a point; thence run South 67°03'11" East, 151.86 feet to the Point of Beginning.

Also described as:

Commencing at the Southwest corner of Section 10, Township 2 South, Range 3 East; thence run South 89°23'30" East, a distance of 63.00 feet to a point; thence run North 00°34'40" East, a distance of 100 feet to the point of beginning; thence run North 08°04'58" East, a distance of 120.17 feet to a point; thence Northeasterly along a curve to the right having a radius of 1328.86 feet, a delta angle of 28°41'33", a chord of which bears North 34°02'03" East, 1084.37 feet, an arc distance of 1116.92 feet to a point; thence run North 61°14'33" East, a distance of 312.73 feet to a point; thence run South 66°06'08" East, a distance of 297.19 feet to a point; thence run South 88°24'54" East, a distance of 258.15 feet to a point; thence run South 01°40'00" West, a distance of 914.90 feet to a point; thence run North 88°21'10" West, a distance of 257.46 feet to a point thence run South 01°37'26" West, 216.33 feet to a point; thence run North 88°24'44" West, a distance of 275.90 feet to a point; thence run North 01°39'53" East, 57.43 feet to a point; thence run North 88°49'13" West, a distance of 863.69 feet to the point of beginning.