

STATE OF ALABAMA)
SHELBY COUNTY)

4118

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Thousand Two Hundred and Eighty-seven Dollars (\$1,287) and other good and valuable consideration in hand paid to Champion International Corporation ("the Grantor") by Davis & Major, Inc. ("the Grantee"), the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, on the conditions and with the reservations herein stated, an easement for the purpose of flooding with water and for that purpose only over and across the following described land situated in Shelby County, Alabama:

Commence at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 19, Township 19 South, Range 2 East, and run in an Easterly direction and along the North line of said 1/4 1/4 Section a distance of 423.74 feet to a point on the East right-of-way of a road easement from Hammermill Paper Company to Legrand H. Amberson and others dated July 21, 1966, and the point of beginning of the herein described flood easement; thence run in a Southwesterly direction along the East right-of-way of said road easement to the 550.0 elevation contour based on U.S.G.S. datum; thence continuing along said contour in a Southeasterly, Northeasterly, Easterly, and Northerly direction to the point of intersection of said contour and the North line of said 1/4 1/4 Section; thence continuing along the North line of said 1/4 1/4 Section in a Westerly direction to the point of beginning of said easement,

together with the right to cut and remove any trees now on said land.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, subject to the following conditions and reservations:



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Shelby Cnty Judge of Probate, AL
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(1) The Grantee shall indemnify the Grantor from and against any claims, suits or demands arising out of or in connection with the use of the easement hereby granted.

(2) The easement hereby granted shall cease and determine in the event it is not used for a continuous period of two years.

IN WITNESS WHEREOF, the Grantor has caused these presents for and in its name by its duly authorized officers all on this 13th day of February, 1974.

CHAMPION INTERNATIONAL CORPORATION

By

W. C. Neelick

Its

President, Timberland

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
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R. B. Jones, Jr.
JUDGE OF PROBATE
STATE OF Georgia
COUNTY OF Fulton



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Shelby Cnty Judge of Probate, AL
03/11/1974 01:00:00 AM FILED/CERT

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that W. C. Neelick, whose name as President, Timberland of CHAMPION INTERNATIONAL CORPORATION, a 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 said 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 and official seal of office, this 13th day of February, 1974.

Anna R. Thune
Notary Public

My Commission Expires: _____

Notary Public, Georgia, State at Large
My Commission Expires Sept. 13, 1977

[NOTARIAL SEAL]

