

TIMBER DEED

STATE OF ALABAMA )

COUNTY OF SHELBY )

958

THIS INDENTURE, made and entered into on this the \_\_\_\_\_ day of September, 19 78,  
by and between Henry S. Bristow, Jr. and wife, Lilla Bristow

\_\_\_\_\_ hereinafter referred to as Grantor(s), and GEORGIA-PACIFIC CORPORATION, a Georgia Corpora-  
tion authorized to do business in the State of Alabama, hereinafter referred to as Grantee,

WITNESSETH: That for and in consideration of the sum of SEVENTY-TWO THOUSAND & NO/100  
(\$72,000.00) Dollars to Grantors in hand paid by Grantee, the receipt of which is acknowledged, Grantors  
do hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, all timber described as follows:

All merchantable pine timber twelve inch stump diameter and larger  
measured at ground level

located upon the following described property, lying and being in Shelby County, Alabama, to-wit:

Property described on attached Exhibit "A" which is made a part hereof  
as fully as if set out herein,



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Shelby Cnty Judge of Probate, AL  
09/22/1978 12:00:00AM FILED/CERT

being property described in Grantors' deed recorded in Book \_\_\_\_\_ Page \_\_\_\_\_, office of the Judge of Probate  
of \_\_\_\_\_ County, Alabama.

(CONTINUED ON REVERSE SIDE)

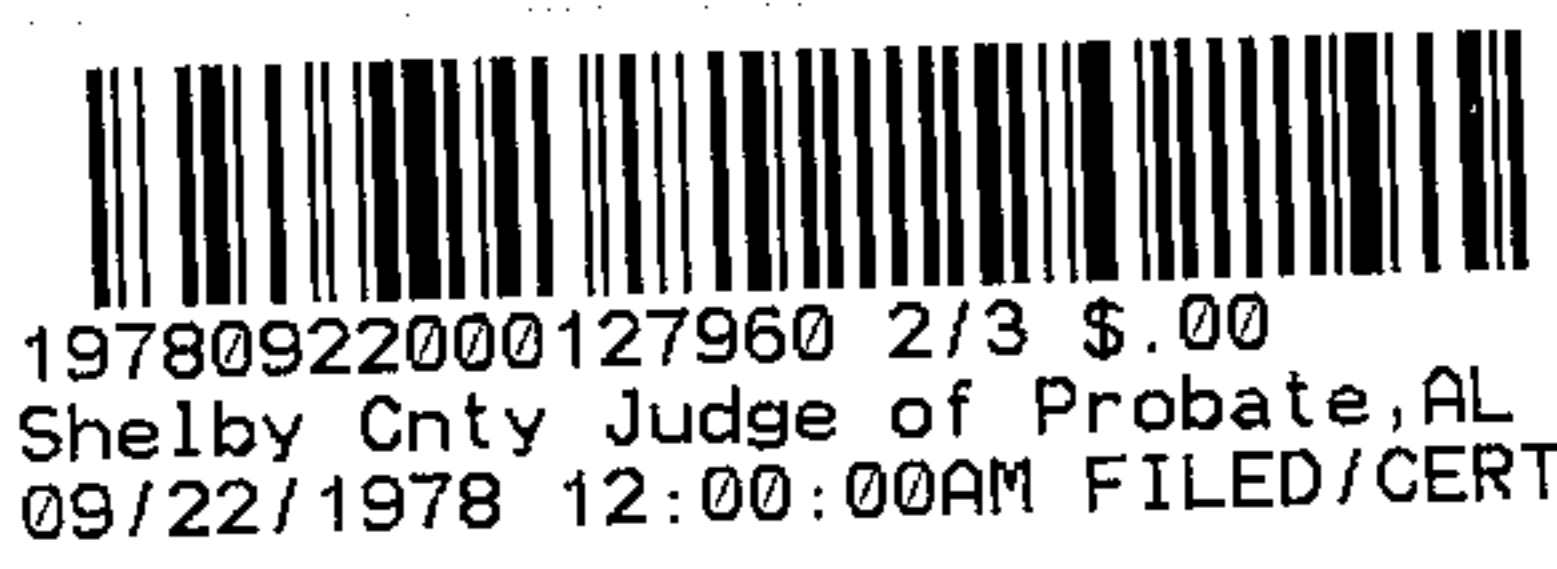
BOOK 315 PAGE 124

BOOK 315 PAGE 125

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, in fee simple, together with the full and free right of ingress and egress over all of said lands above described and, if necessary, over the adjoining lands of Grantors, with all necessary easements for logging roads and other easements necessary or convenient to the cutting and removing of said timber and wood, including the right to move and operate upon said lands skidders, tractors or trucks and other machinery and equipment necessary or convenient for cutting and removing the timber and trees herein conveyed.

This conveyance is made subject to the following terms and conditions:

1. Grantee shall have until June 22<sup>nd</sup>, 19 79, to cut the above mentioned timber, or such portion as it wishes to take. Title to any timber on said property not cut by said date shall revert to Grantors, but said termination may be extended by Grantee for a maximum of not applicable additional (months, years) upon payment to Grantors of an additional sum of \$not applicable on or before termination date, or a proportional amount of above sum for a shorter period. Grantee shall have one month after termination date to remove its machinery, equipment and other property, including all timber which was cut prior to the termination date.
2. Grantee shall not be obliged to cut or remove any particular quantity or kinds of timber or to carry on its operations at any particular time or times within the terms hereof, or in any particular manner. Grantee may leave on the property such of the timber or parts thereof as it does not desire to take.
3. Grantors covenant that they are lawfully seized and possessed of the aforesaid timber and the lands upon which the same are situated; that same is free from all encumbrances and Grantors have a good right to sell and convey the same; that Grantors will, and their heirs and assigns shall, warrant and defend the same to Grantee, its successors and assigns forever, against the lawful claims of all persons.
4. Grantors do further agree to place Grantee and keep Grantee in peaceable possession of said property for the term on this contract for the purpose of its exercising its rights hereunder and do hereby agree to protect, indemnify and hold harmless the Grantee from any attempt by anyone to prevent Grantee from the exercise of its rights hereunder and from any claims which may be asserted or sustained against Grantee growing out of Grantee's exercise of its rights hereunder.
5. Special Provisions.



IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals on the day and date first above written.

Henry S. Bristow, Jr. (L.S.)  
Lilla Bristow (L.S.)  
(Lilla Bristow)

STATE OF ALABAMA, )  
COUNTY OF SHELBY )

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that Henry S. Bristow, Jr. and wife, Lilla Bristow

whose name S are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22<sup>nd</sup> day of September, 19 78.

Lance Bristow  
Notary Public



BOOK 315 PAGE 126

A part of SW $\frac{1}{4}$  of Section 13, Township 22 South, Range 1 West, described as follows: Commencing at the southwest corner of said Section 13 and running along the west line north 2 deg. 30 min. west 494.2 feet to point of beginning of tract herein described; thence turn an angle of 87 deg. to right and run along north side of Shelby-Calera dirt road a distance of 1059.8 feet to Mud Creek; thence turn an angle of 96 deg. to left and run 795.0 feet to north line of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of said Section; thence angle to left of 81 deg. 45 min. and run 28.0 feet; thence angle to right of 69 deg. 45 min. and run 891.0 feet; thence angle to right of 77 deg. and run 262.0 feet; thence angle to left of 73 deg. and run 149 feet; thence angle of 2 deg. 45 min. to right and run 149 feet; thence angle to right of 3 deg. 45 min. and run to intersection of north line of NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of said Section 13; thence west along north line of said forty to NW corner of said forty; thence south along west line to southwest corner of said forty; thence south along west line of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of said Section a distance of 825.8 feet to point of beginning.

Also all that part of the W $\frac{1}{2}$  of NW $\frac{1}{4}$  of Section 13, Township 22 South, Range 1 West lying west of R/W of Alabama Mineral Branch of L & N Railroad.

All the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 14, Township 22 Range 1 West, lying west of R/W of Ala. Mineral Branch of L & N Railroad; Also the S $\frac{1}{2}$  of NE $\frac{1}{4}$  and East 10 acres of NE $\frac{1}{4}$  of SE $\frac{1}{4}$  and 1 acre being 210 feet square in the SE corner of the NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of said Section 14, Township 22, Range 1 West.

7.34 acres in NE corner of SE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 14, Township 22, Range 1 West, described as beginning at NE corner of said forty and run west along north line a distance of 489 feet; thence angle to left of 90 deg. and run 375 feet; thence angle to left of 14 deg. and run 330 feet; thence angle to left of 76 deg. and run 403.4 feet to east line of said forty; thence north to point of beginning.

Situated in Shelby County, Alabama. All above containing 175 acres, more or less.

Commence at the SW corner of Section 13, Township 22 South, Range 1 West, thence run South along the West line of Section 24 a distance of 70.70 feet to a point on the North R.O.W. line of the L & N Railroad; thence turn an angle of 97 deg. 31' 30" to the left and run a distance of 251.31 feet to a point on the North R.O.W. line of the L & N Railroad; thence turn an angle of 15 deg. 38' 14" to the left and run a distance of 310.55 feet to a point on the North line of the L & N Railroad; thence turn an angle of 65 deg. 44' to the left and run a distance of 363.49 feet to a point on the North R.O.W. line of a county road, now under construction, and the point of beginning; thence continue in the same direction a distance of 43.70 feet to the South margin of the old county road; thence turn an angle of 85 deg. 25' 56" to the right and run along the South margin of said old county road a distance of 434.80 feet; thence turn an angle of 69 deg. 02' 04" to the right and run a distance of 63.03 feet to the North R.O.W. line of the new county road, now under construction; thence run West along the North R.O.W. line of the new county road a distance of 467.5 feet, more or less, to the point of beginning.

Situated in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 13, Township 22 South, Range 1 West, Shelby County, Alabama, containing .52 acres.

The W $\frac{1}{2}$  of SE $\frac{1}{4}$  and the S $\frac{1}{2}$  of SW $\frac{1}{4}$  of Section 12, Township 22, Range 1 West.

The NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 13, Township 22, Range 1 West.

Also, a part of NW $\frac{1}{4}$  of Section 13, Township 22, Range 1 West, more particularly described as: Begin at the NW corner of Section 13 and run South 3 deg. 45' East along West boundary line of said Section 13, 594.4 feet; thence South 36 deg. 55' East 1109.2 feet; thence South 11 deg. 10' East 501.5 feet; thence North 84 deg. 30' East 1376.9 feet; thence North 44 deg. 30' East 824.5 feet to the East boundary line of NW $\frac{1}{4}$  of said Section 13; thence North 3 deg. 30' West along the East boundary line of said NW $\frac{1}{4}$ , 1532.5 feet to the North boundary line of Section 13; thence West along North boundary line of said Section 13, 2640 feet, more or less, to point of beginning. Subject to permits of record.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
DEED WAS FILED  
1978 SEP 22 PM 3:42  
Pd Tax \$ 72.00 Rec. 4.50  
Ind 1.00  
\$ 77.50

The NE $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 12, Township 22 South, Range 1 West, EXCEPT three acres in the SW corner conveyed to Paul O. Luck by deed recorded in Deed Book 118, page 453 in Probate Office of Shelby County, Alabama.

All situated in Shelby County, Alabama.

SIGNED FOR IDENTIFICATION: *Heather Brister*  
*Lilla B. Brister*

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