STATE OF ALABAMA 1012

SHELBY COUNTY

19790227000024070 1/2 $.00
Shelby Cnty Judge of Probate,AL
02/27/1979 12:00:00AM FILED/CERT

WOODYARD LEASE

THIS INDENTURE, made and entered into this 29 day of December, 1978, by and between Velma Benson and husband, Ed Benson, as Lessors, and St. Regis Paper Company, Inc., a corporation, as Lessee, witnesseth:

That the Lessors do grant, demise and lease to the Lessee, and the Lessee does hire and rent from the Lessors, the following described property situated in Shelby County, Alabama:

> That part of the following described parcel which lies between the right of way of Shelby County Highway No. 42 and the right of way of the L & N Railroad Company:
> Part of the NE¼ of SW¼ of Section 18, Township 22 South, Range 1 East, more particularly described as follows: Starting at the northwest corner of the SE¼ of NW¼ of Section 18; thence run south, 3 deg. and 30 min. east, along the west boundary of said SE¼ of NW¼ and NE¼ of SW¼ 1834.2 feet; thence run south 77 deg. 30 min. east, 127.0 feet for a point of beginning of the tract of land herein described; thence run south, 4 deg. east, 453.2 feet; thence run north 53 deg. and 45 min. east, along right of way of L & N Railroad 287.3 feet; thence continue along right of way of railroad north, 57 deg. and 15 min. east, 197.6 feet; thence run north, 26 deg. and 30 min. west, 415.0 feet; thence south, 50 deg. and 25 min. west, 319.4 feet to beginning; containing 4.0 acres, more or less, and excepting therefrom mineral and mining rights.

1. It is anticipated by the parties hereto that the Lessee shall use the leased property designated above for a woodyard, for loading and unloading, storing, and otherwise processing pulpwood and timber products, and for no other purposes, without the written consent of the Lessors.

2. The term of this Lease shall be from January 1, 1979, to January 1, 1980. The rental payments which the Lessee agrees to pay to the Lessors during the term of this Lease and any renewal thereof shall be the sum of Two Hundred Fifty and No/100 ($250.00) Dollars per year, payable in advance, and the Lessors acknowledge receipt from the Lessee of the sum of Two Hundred Fifty and No/100 ($250.00) Dollars, as full payment of all rents and rental payments due, there being no other rental payment due until January 1, 1980, if this Lease should be hereafter renewed, as provided below.

3. The Lessee shall have the right and option to renew this Lease for ten (10) consecutive one year terms, beginning January 1, 1980, at a yearly rental of Two Hundred Fifty and No/100 ($250.00) Dollars per year, payable in advance.

Bob Kiepe
P.O. Box 149
Montevallo, Al 35115

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4. The Lessee shall not have the right to sublease the above described property, or any portion thereof, without the written consent of the Lessors.

5. The Lessors shall in no way be liable or responsible for any defects or dangerous conditions which may exist on the leased premises, whether known or unknown, which may now exist, or which may hereafter exist, and the Lessors shall not be responsible for any accidents which may occur on said leased premises, the Lessee agreeing hereby to indemnify the Lessors against any such accident, or claims of accidents, by any and all persons or corporations.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 27th day of December, 1978.

ST. REGIS PAPER COMPANY, A CORPORATION

BY _____
Vice President - K. D. Bailey

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
WAS FILED
1979 FEB 27 PM 3:34
Deed Tax 2.00
Rec. 3.00
Int. 1.00
6.00
Thomas A. Snoddy, Jr.
JUDGE OF PROBATE

Velma Benson
Velma Benson

Ed Benson
Ed Benson

BOOK 310

STATE OF Florida
COUNTY OF Duval

I, the undersigned, a Notary Public in and for said County, in said State, hereby that K. D. Bailey whose name as Vice President of St. Regis Paper Company, a corporation, is signed to the foregoing Woodyard Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Woodyard Lease, 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 seal, this the 29th day of December, 1978.

Betty J. [illegible]
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

19790227000024070 2/2 $.00
Shelby Cnty Judge of Probate,AL
02/27/1979 12:00:00AM FILED/CERT

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Velma Benson and husband, Ed Benson, whose names are signed to the foregoing Woodyard Lease, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Woodyard Lease, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of ~~December~~ February, 1978.

NOTARY PUBLIC

[illegible]
Notary Public