

STATE OF ALABAMA)
COUNTY OF SHELBY)

TIMBER DEED

This Indenture made this 9th day of December, 1983, between WILLIAM T. ROBERTS, JR. and wife, SARAH B. ROBERTS, of the State of Alabama, and County of Shelby, hereinafter called First Party, and UNION CAMP CORPORATION, a Virginia corporation, authorized to do business in Alabama, hereinafter called Second Party.

WITNESSETH, that First Party, for and in consideration of the sum of SIXTY THREE THOUSAND NINE HUNDRED SEVENTY ONE and 52/100 (\$63,971.52) DOLLARS, which Second Party promises to pay First Party on January 5, 1984, does by these presents grant, bargain, sell, convey and confirm unto Second Party all of the following described property, rights and privileges:

All of the following described timber and trees, including saplings and tops suitable for pulpwood purposes, to-wit:

All pine trees and pine timber of every size, character and species, EXCEPT seed trees marked with blue paint.

The above described timber and trees are standing, growing or fallen on the following described land, to-wit:

The Southeast Quarter of Northwest Quarter; Northeast Quarter of Southwest Quarter of Section 27, Township 18 South, Range 2 East, containing 80 acres, located in Shelby County, Alabama.

Also the right of ingress and egress over said lands and any adjacent lands of First Party for the purpose of cutting and removing said trees and timber, which rights may also be exercised by Second Party's independent contractors, their servants, agents, and workmen, in, through, over and upon the said lands; also the privilege of adequate roads and rights of way as may be needed and the right to use and improve existing roads upon the lands described herein and, where necessary, to construct haul roads and to obtain borrow material for such purpose close to the area where such material is needed; also the right to go upon said lands with men, cars, trucks and other vehicles for the purpose of cutting, harvesting, logging and

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W. & H. J.

sawing the trees and timber and removing therefrom the trees and timber; to stack and pile lumber and logs thereon; and all other logging rights and privileges usually given and not hereinabove mentioned.

The term of this contract shall be twenty-four (24) months from the date hereof and Second Party is to have the above granted property, rights and privileges for said length of time.

And it is expressly agreed between the parties hereto that this conveyance and sale embraces not only the trees and timber, including pulpwood saplings and trees within the description herein contained at the date hereof but all that may grow to the measure of such description during the term of this contract.

All public utility lines, ditches and fences located on the above described land shall be protected by Second Party so far as possible in logging operations. Roads and trails shall as far as possible be kept free of logs, tops, brush and debris resulting from the Second Party's operations. Second Party shall leave all existing roads in as good condition upon completion of the logging operation as they were at the beginning. Second Party will be expected to take action as necessary to prevent excessive erosion to any new roads and skid trails made or constructed in connection with harvesting this timber. Creeks and streams must be kept free of logging slash, tree tops, limbs, etc. Any material used in crossing streams during logging operations should be considered as only temporary and, unless approved by First Party or his agent, is to be promptly removed upon completion of its use.

Second Party agrees to use reasonable precaution against fires starting on said land, and in the event fires occur on said land or on any other land of First Party, in the vicinity thereof, the Second Party shall immediately notify the First Party or his agent and the Alabama Forestry Commission of the location of the fire, and shall use reasonable means to attempt to extinguish said fire and to prevent damage to the timber,

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trees and timber growth on said lands.

Second Party shall report and pay to the State of Alabama the Forest Product Severance Tax for timber and pulpwood cut under this agreement.

Second Party in the exercise of the rights herein granted shall not in any way interfere with the reasonable use by the First Party of said land or with the reasonable use by grantees, contractors, or agents of the First Party of any portion of said land under rights heretofore or hereafter granted by the First Party.

It is distinctly understood and agreed that the First Party has no rights and retains no rights with regard to the details of the work, personnel of the workers, or the hours of work, or other conditions of the employment of those employed or used by the Second Party, or any contractor of the Second Party in the performance of this work.

Second Party will be responsible for personal injury or property damage arising out of its negligence in connection with the exercise of the rights herein granted.

A performance deposit of FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS has been paid to First Party. Such deposit will be refunded to Union Camp when cutting has been completed in accordance with the contract.

If seed trees marked with blue paint are cut, Second Party shall pay a penalty of \$40.00 per tree for trees below 14" in diameter, outside bark, at the stump; \$100.00 per tree for trees 14" in diameter, outside bark, at the stump, to 20" in diameter, outside bark, at the stump; and \$200.00 per tree for trees 20" in diameter outside bark, at the stump, and larger.

TO HAVE AND TO HOLD the said bargained trees, timber, and pulpwood rights to Second Party as above set out; and the title to the said property and the privileges the said First Party will warrant and defend against the lawful claims of all persons whomsoever.

All agreements, covenants, duties, rights, privileges and

powers herein made, imposed, granted or mentioned, which are binding upon or applicable to either or both of the parties hereto, shall also be binding upon and applicable to the heirs, legal representatives, successors and assigns of such party or parties.

IN WITNESS WHEREOF, First Party has signed, sealed and delivered these presents, the day and year first above written.

William T. Roberts, Jr. (L.S.)
William T. Roberts, Jr.

Sarah B. Roberts (L.S.)
Sarah B. Roberts

STATE OF ALABAMA

COUNTY OF SHELBY

I, _____ the undersigned _____, a Notary Public, in and for said County, in said State, hereby certify that William T. Roberts, Jr. and Sarah B. Roberts, husband and wife, whose names 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 9th day of December, A. D., 1983.

[Signature]
Notary Public

STATE OF ALA. SHELBY CO.
NOTARY PUBLIC
THIS INSTRUMENT WAS FILED

1983 DEC -9 PM 1:46

[Signature]
NOTARY PUBLIC

Deed Tax - 64.00
Rec 6.00
Ind. 1.00
71.00