·				
STATE OF ALABAMA X				
COUNTY OF SHELBY X				
THIS AGREEMENT, made and entered into this the 26 day of November				
1984, by and between Thomas M. Poe, Jr.				
(hereinafter called the "Seller") and Hammermill Paper Company (hereinafter				
called the "Buyer").				
WITNESSETH:				
 The Seller does hereby grant, bargain, sell and convey to the. Buyer, and the Buyer does hereby purchase from the Seller, the following timber and/or trees as designated below: 				
All pine trees.				
2. The above described timber and/or trees conveyed hereby is located on the following described real estate in Shelby County, Alabama, to-wit:				
Attached exhibit A.				
3. The Buyer agrees to pay to the Seller for the timber and/or trees hereby conveyed as follows:				
\$62,400.00 on execution of this agreement.				

4. The Seller expressly covenants and agrees to and with the Buyer that Seller is lawfully seized in fee simple of the timber and/or trees hereinabove described and conveyed; that the same is free from any and all liens, mortgages and encumbrances; that Seller has a good and perfect right to sell and convey the same as aforesaid; and that Seller does and will, and his executors and administrators shall, forever warrant and defend the title to said timber and/or trees, and the possession thereof, unto Buyer, its successors and assigns, against the lawful claim or claims of any and all persons whomsoever.

Hammermill Paper Co. 80. Box 37 Centreville al. 35042

- 5. The Seller hereby gives and grants unto the Buyer the right to enter said above described lands and to cut and remove therefrom the timber and/or trees hereby conveyed, it being expressly understood, however, that in cutting and removing said timber and/or trees the Buyer shall not cut from or off of said lands any timber and/or trees other than those hereby conveyed, except such small timber or trees as may be necessary to cut and remove in felling, cutting and removing said timber and/or trees hereby conveyed, or in order to open up necessary roadways to enable the Buyer to haul from said land the timber and/or trees hereby conveyed.
- 6. All public utility lines, ditches and fences located on the above described lands shall be protected by the Buyer 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 Buyer's operations, but the Seller shall not be liable for any claims for damages which may arise from the exercise by the Buyer of the rights herein granted.
- 7. The Buyer agrees to use reasonable precaution against fire starting on said land, and in the event fires occur on said land or on any other land of Seller in the vicinity thereof, the Buyer shall immediately notify the Seller and the State Division of Forestry of the location of the fire, and shall use reasonable means to extinguish said fire and to prevent damage to the timber, trees and timber growth on said land.
 - 8. The Buyer shall report and pay to the State of Alabama the Forest Products Severance Tax for timber and pulpwood cut under this agreement.
 - 9. The Buyer in the exercise of the rights herein granted shall not in any way interfere with the reasonable use by the Seller of said lands or with the reasonable use by grantees, contractors, or agents of the Seller or any portion of said land under rights heretofore or hereafter granted by the Seller. It is also agreed that as to timber and pulpwood herein reserved by the Seller, that the Seller reserves and has the right to sell and convey said timber and pulpwood to other parties, together with the privilege of cutting and removing the same on any or all parts of the above described lands.
 - 10. It is distinctly understood and agreed that the Seller has no right and retains no right 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 Buyer, or any contractor of the Buyer, in the performance of this work.
 - 11. The Buyer is hereby given and granted the privilege of conveying to others all of the timber and/or trees hereby conveyed and all of the rights with reference thereto hereby vested in the Buyer.

)11 pass 14

WITNESS our hands and seals, in duplicate, the day and year first hereinabove written.

		Momas In Corp	(SEAL)
			(SEAL)
			(SEAL)
	•		(SEAL)
PAGE 111	Witness as to Seller:		
011			,
₩ 008			
		HAMMERMILL PAPER COMPANY	
		By WBreeman	_(SEAL)

Witness as to Buyer:

L. G. Breeman Division Manager

STATE OF ALABAMA COUNTY OF SHELBY

I, Karl Hager, a registered Land Surveyor in the State of Alabama hereby certify that this is a true and correct map or plat of the following described property:

Begin at the NE corner of Section 15, TWP 18 South, Range 2 East for the point of beginning thence run Southwardly along the East Line of said Sect 15 for a distance of 1,159.23' to an existing iron pin; thence turn an angle to the right of 89°55'34" for a distance of 4,676.89' thence turn an angle to the right of 102°41'17" for a distance of 1,130.03' to the North line of said Section 15; thence turn an angle to the right of 76°34'39" and run Eastwardly along the North line of said section for a distance of 4,430.55' to the point of beginning. Containing 118.13 Acres more or less.

According to my survey this the 4th day of September, 1984.

77. 1130.03.

118.13 ACRE.

KARL HAGER, L.S.

REG. No. 11848

1984 DEC -7 PH 3: 43 Seed try 6250

73.50

SCALE = 1"= 600.0

1150,28

DLAS TRON HE CORLIER SECT. 15, Tup 18 S; 22E

963