

1980

STATE OF ALABAMA )  
COUNTY OF SHELBY )

THIS INDENTURE, made this 21st day of May, 1987  
between GREENBRIAR, LTD., a limited partnership and MARY F. ROENSCH, a  
married woman who certifies that the property conveyed constitutes no  
part of her homestead, hereinafter called Sellers, and UNION CAMP  
CORPORATION, a Virginia corporation, authorized to do business in  
Alabama, hereinafter called Buyer,

WITNESSETH:

That Sellers for and in consideration of the sum of TEN DOLLARS  
(\$10.00) and OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid at and  
before the sealing and delivery of these presents, the receipt whereof  
is hereby acknowledged, do by these presents grant, bargain, sell,  
convey and confirm unto Buyer 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 merchantable pine trees and timber 11.5" in diameter  
outside bark and larger 6" above the ground.

The above described timber and trees are standing, growing or  
fallen on the following land, described on Exhibit A, attached hereto  
and made a part hereof, the same as if herein written

Also the right of ingress and egress over said lands and any  
adjacent lands of Sellers for the purpose of cutting and removing said  
trees and timber, which rights may also be exercised by Buyer's  
independent contractors, their servants, agents and workers 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; also the right to go upon said lands with men, cars, trucks  
and other vehicles for the purpose of cutting, harvesting, logging and  
sawing the trees and timber and removing therefrom the trees and timber;  
to stack and pile logs thereon, and all other logging rights and  
privileges usually given and not hereinabove mentioned.

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W. E. H. F.

It is expressly agreed between the parties that this conveyance and sale is subject to the following terms and conditions:

1. The Sellers warrant that they are the owners of the said land and timber, that they have the perfect right to sell and convey the timber from said land, and that they will protect the right of the Buyer to cut and remove said timber from the above described land until the expiration date of this contract. The Sellers further warrant that they have duly conferred upon the Resource Management Service, Inc., the authority to act as their Agent in the negotiation of the sale, to collect all stumpage payments in their name, and to make frequent inspections of the operation of this above described sale.

2. The Buyer contracts and agrees to remove said timber or that portion of said timber he desires to remove by December 31, 1987, the expiration date of this contract being either December 31, 1987, or on the completion date of cutting, whichever date occurs earliest. After the expiration date of this contract all rights of the Buyer to possess, cut or control such timber shall terminate and cease and any portion of the above consideration paid for such timber shall be surrendered as liquidated damages for the breach of said contract.

3. The Buyer further agrees and contracts to cut and remove the timber in a good and workmanlike manner; to take particular and reasonable care and precaution in timber felling and logging to reserve the residual timber, the young growth and reproduction; to take all reasonable precautions against destructive logging practices which unnecessarily damage the residual timber compatible with the economic removal of the timber. Rubber-tired skidders may be used, but skid trails and loading decks should be kept to a minimum and unnecessary damage to reproduction and residual pine pulpwood and all hardwood avoided. In addition, the Buyer shall avoid felling or dropping trees or tops into any fences, fields, trails, roads, creeks, or pipeline right-of-way on the Sellers' or any neighbor's property and should this occur, Buyer shall remove said trees or tops immediately from such fences, fields, trails, roads, creeks, or pipeline right-of-way or

neighbor's property, by pulling them back well within the woods, and fences shall be repaired. Ruts caused by logging equipment must be filled and regraded.

4. The Buyer contracts and agrees to take all reasonable precautions against fire and to suppress any fire that might damage the residual timber and young growth which occurs in the timbered area on the above described property during their presence on the property. The Buyer shall also accept full and prompt liability for any damages to Sellers occurring as a result of any fire resulting from Buyer's logging activity which may get out of the Sellers or any neighbor's property from the use of any kind of fire on the subject property.

5. The Buyer further agrees and contracts not to cut, remove, or needlessly damage any other trees than the above described timber herein being conveyed by this instrument. Should this portion of the contract be broken, the Sellers or their Agent or Agents may enter upon said land and take possession of the timber without notice to the Buyer. Thereupon the Buyer shall be required to pay an amount equal to twice the value of the illegal stumpage cut or removed from the land and wrongfully or needlessly destroyed by poor timber cutting or logging practices as liquidated damages for the breach of this contract before the Buyer shall have the right to continue cutting and removing the remaining portion of the conveyed timber. For purposes of this contract, the diameter of such tree at the stump, inside bark, shall be scaled by the Scribner Scale, Form Class 78 for pine and Doyle Scale, Form Class 76 for hardwood; using "Tables for Estimating Board-Foot Volume of Timber" by Mesavage and Girard, U.S.D.A., Forest Service, the stumpage value for the pine sawtimber being set at \$150/M board feet, and hardwood sawtimber at \$60/M board feet, and standing pine and hardwood pulpwood at \$15 and \$4/standard cord, respectively. Any miscut tree with a stump diameter in excess of 10 and 12 inches shall be considered as pine or hardwood sawtimber, respectively, and any tree smaller shall be considered as pulpwood.

6. The Sellers contract and agree that the Buyer his Agents and employees shall enjoy the full right for the term of this contract to enter upon said lands and to cut and remove the timber in the manner as above described. The Buyer is given the right to make only necessary trails or passageways in the timbered area for the purpose of removing said conveyed timber only as long as the existing woods roads or woods trails, or field edge roads cannot suffice for this purpose and the crossing or cutting of any exterior fences, excepting at established gates or gaps, and the unnecessary cutting of any standing merchantable timber for trails and loading areas is avoided. All operating equipment and machinery shall be removed from the property within ten (10) days following the termination date of this contract. Buyer shall keep all fences or other property improvements in full and immediate repair as a consequence of any use or damage as a result of any of its operation.

7. The Buyer may assign or convey any portion of said timber to a third party under the full terms and conditions of this contract, but Buyer will be directly responsible to Sellers for all the actions of any contracting third party, employee, assignee, or subcontractor. He further contracts and agrees to assume all liability for and shall indemnify the Sellers against all claims, demands, or causes of action, including the cost of defending same, of every nature whatsoever arising out of or resulting from in any manner the operation of the Buyer or any contracting third party, employee, assignee, or subcontractor under this agreement, and to pay or have paid all timber taxes, wages, Workmen's Compensation claims, and any and all of the claims or obligations imposed on them by reasons of the Buyer's operation under this agreement.

8. The Sellers designate and the Buyer accepts the Resource Management Service, Inc. as the Agent of the Sellers for purposes of inspecting, checking, and overseeing, from time-to-time, the compliance of the cutting and logging of the timber conveyed under this contract and other provisions pertaining thereto. The Buyer further agrees to notify the Resource Management Service, Inc. when their operation shall

commence on said property and when it is either completed or delayed for any extended period in excess of two weeks' time.

9. It is mutually agreed that the Sellers and the Buyer have respectively sold and purchased the above described forest products evolving upon the works and estimates of the Resource Management Service, Inc., and that Buyer has satisfied himself as to the reasonableness of such estimates made for the knowledge of Sellers and furnished Buyer for his possible interest; but as between the two parties no representation made by the estimates of the Resource Management Service, Inc., shall be a condition or a basis for the modification of the written conveyance.

10. It is further agreed that the Buyer shall not be responsible or accountable for incidental or unavoidable damages necessarily resulting from the operation of any reasonable timber cutting and logging operations on the above described lands.

TO HAVE AND TO HOLD the said bargained trees, timber and pulpwood rights to Buyer as above set out; and the title to the said property and the privileges the said Sellers 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 the parties have executed and delivered these presents, the day and year first above written.

GREENBRIAR, LTD.

By: W. M. James  
President, Farris Management  
Company, Inc. - General Partner  
Mary F. Roensch  
MARY F. ROENSCH

UNION CAMP CORPORATION

By: APK Kilham  
Regional Manager  
Alabama Woodlands

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STATE OF ALABAMA )

COUNTY OF SHELBY )

I, Lanice Brasher, a Notary Public in and for said County, in said State, hereby certify that W. M. Farris, whose name as President of Farris Management Company, Inc., a corporation, General Partner of Greenbriar, Ltd., a limited partnership, is signed to the foregoing timber deed, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, as such official and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 21st day of May, 1987.

Lanice Brasher  
Notary Public

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, Lanice Brasher, a Notary Public, in and for said County, in said State, hereby certify that Mary F. Roensch, whose name is signed to the foregoing timber deed, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 21st day of May, 1987.

Lanice Brasher  
Notary Public

STATE OF ALABAMA )

COUNTY OF AUTAUGA )

I, LAIRD R. JONES, a Notary Public in and for said County, in said State, hereby certify that S. P. Killian, III, whose name as Regional Manager, Alabama Woodlands, Union Camp Corporation, a corporation, is signed to the foregoing timber deed, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, as such official and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 21 day of May, 1987.

Laird Jones  
Notary Public

LAIRD R. JONES  
NOTARY  
PUBLIC  
AUTAUGA COUNTY  
ALABAMA



EXHIBIT "A"

The NW 1/4 of the NW 1/4 of Section 35, Township 20 South, Range 3 West, except lot sold as described in deed recorded in the Probate Office of Shelby County, Alabama, in Deed Book 278, page 171.

This description is made subject to easement to Plantation Pipe Line Company recorded in Deed Book 112, page 205 and right of way deeds to Shelby County recorded in Deed Book 256, page 868 and Deed Book 271, page 720, in the Probate Office of Shelby County, Alabama.

The above described land is recorded in Real Book 106, page 645, in the Probate Office of Shelby County, Alabama.

Commence at the Northeast corner of the W 1/2 of the SE 1/4 of the NW 1/4 of Section 35, Township 20 South, Range 3 West; thence run West along the North line of said W 1/2 of said quarter quarter section and the north line of the SW 1/4 of the NW 1/4 of Section 35, Township 20 South, Range 3 West for a distance of 690.49' to a point on the Westerly right of way line of Shelby County Highway No. 95; thence turn an angle to the left of 96 degrees 06 minutes and run in a Southeasterly direction along the Westerly right of way line of Shelby County Highway No. 95 for a distance of 843.59' to the point of beginning; from the point of beginning thus obtained; thence turn an angle to the right of 90 degrees and run in a Southwesterly direction for a distance of 650.98'; thence turn an angle to the right of 95 degrees 55 minutes 59 seconds and run in a Northerly direction for a distance of 78.47' to the point of beginning of a curve to the right, said curve having a central angle of 5 degrees 30 minutes and a radius of 2056.88'; thence run along the arc of said curve in a northeasterly direction for a distance of 197.45' to the end of said curve and the point of beginning of a curve to the left, said curve having a central angle of 26 degrees 20 minutes and a radius 879.94'; thence run along the arc of said curve in a northeasterly and northwesterly direction for a distance of 404.42' to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 17 degrees 53 minutes 16 seconds and a radius of 773.54'; thence run in a northeasterly direction along the arc of said curve for a distance of 241.50'; thence turn an angle to the left of 86 degrees 53 minutes 15 seconds from the tangent of last described course and run in a westerly direction along the north line of the SW 1/4 of the NW 1/4 of Section 35, Township 20 South, Range 3 West to the northwest corner of said quarter quarter section; thence run in a Southerly direction along the West line of said quarter quarter section to the southwest corner of the SW 1/4 of the NW 1/4 of said Section 35; thence run East along the south line of the SW 1/4 of the NW 1/4 of said Section 35 for a distance of 25.01'; thence turn an angle to the left of 91 degrees 13 minutes 45 seconds and run in a northerly direction for a distance of 134.50' to the point of beginning of a curve to the right, said curve having a central angle of 91 degrees 13 minutes 45 seconds and a radius of 25.00'; thence run along the arc of said curve in a northeasterly direction for a distance of 39.81' to the end of said curve; thence run along the tangent extended to said curve in an Easterly direction for a distance of 112.89'; thence turn an angle to the right of 90 degrees and run in a southerly direction for a distance of 160.00'; thence turn an angle to the left of 90 degrees and run in an Easterly direction along the south line of the NW 1/4 of Section 35, Township 20 South, Range 3 West to its intersection with the westerly right of way line of Shelby County Highway No. 95; thence run in a northwesterly direction along the Westerly right of way line of Shelby County Highway No. 95 to the point of beginning. Said parcel being subject to all easements or rights of way of record.

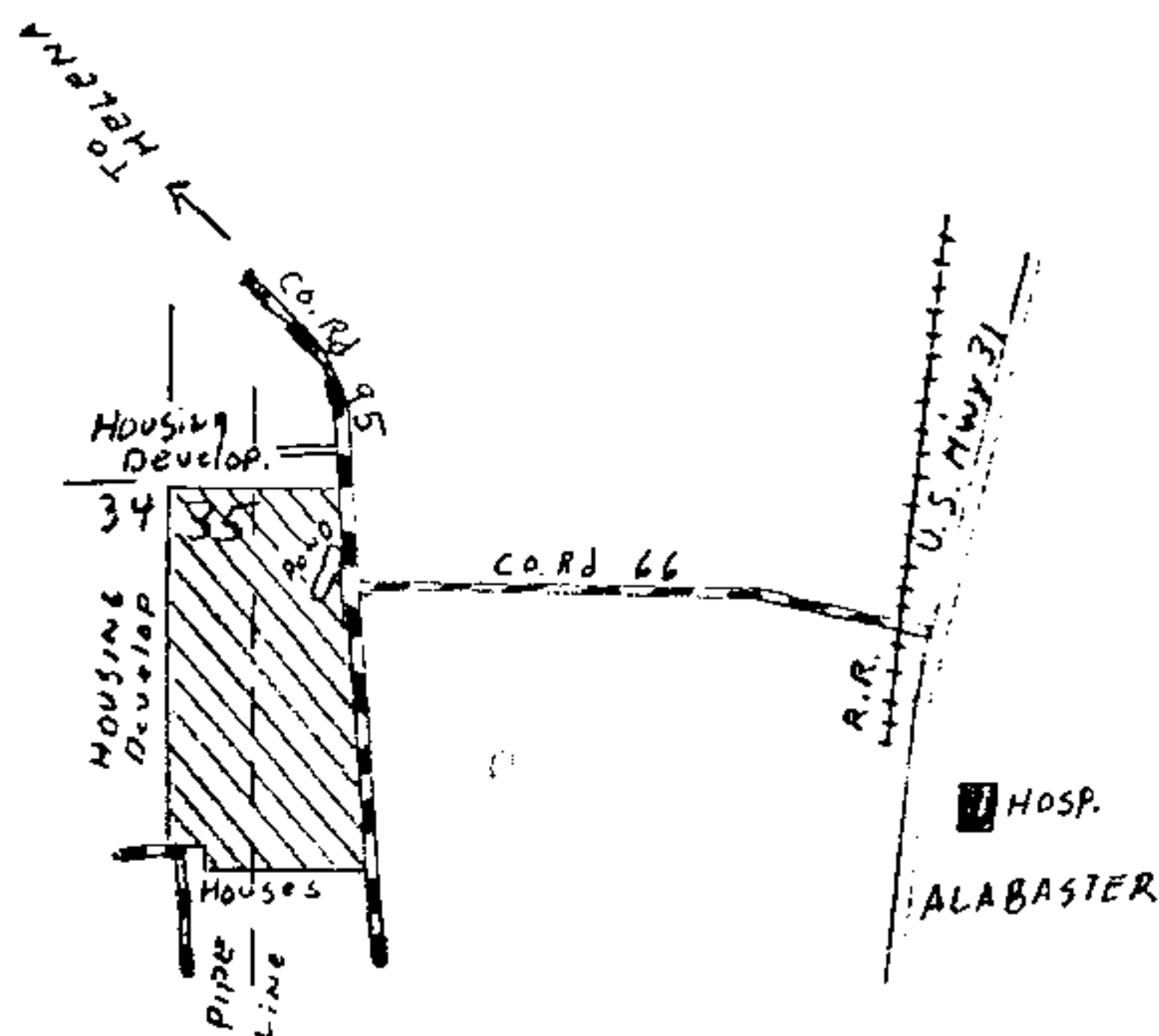
Above described land is recorded in Real Book 106, page 646, County, Alabama.

Commence at the northeast corner of the W 1/2 of the SE 1/4 of the NW 1/4 of Section 35, Township 20 South, Range 3 West; thence run West along the North line of said W 1/2 of said quarter quarter section and the north line of the SW 1/4 of the NW 1/4 of Section 35, Township 20 South, Range 3 West for a distance of 690.49' to a point on the Westerly right of way line of Shelby County Highway No. 95 and the point of beginning; from the point of beginning thus obtained turn an angle to the left of 96 degrees 06 minutes and run in a southeasterly direction along the westerly right of way line of Shelby County Highway No. 95 for a distance of 843.59'; thence turn an angle to the right of 90 degrees and run in a southwesterly direction for a distance of 650.98'; thence turn an angle to the right of 95 degrees 55 minutes 59 seconds and run in a northerly direction for a distance of 78.47' to the point of beginning of a curve to the right, said curve having a central angle of 5 degrees 30 minutes and a radius of 2056.88'; thence run along the arc of said curve in a northeasterly direction for a distance of 197.45' to the end of said curve and the point of beginning of a curve to the left, said curve having a central angle of 26 degrees 20 minutes and a radius of 879.94'; thence run along the arc of said curve in a northeasterly and northwesterly direction for a distance of 404.42' to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 17 degrees 53 minutes 16 seconds and a radius of 773.54'; thence run in a northeasterly direction along the arc of said curve for a distance of 241.50'; thence turn an angle to the right of 93 degrees 06 minutes 45 seconds from the tangent of last described course and run in an easterly direction along the north line of the SW 1/4 of the NW 1/4 of Section 35, Township 20 South, Range 3 West for a distance of 653.86' to the point of beginning. Said parcel contains 12.55 acres and being subject to all easements or rights of way of record.

The above described land is recorded in Real Book 105, page 350, and in the Probate Office of Shelby County, Alabama, and more particularly described on the attached plat.



GREENBRIER LIMITED  
TIMBER SALE  
SEC 35, TP 20S, R9 3W  
SHELBY CO, AL



LEGEND



TIMBER SALE AREA  
73 NET FORESTED ACRES

STATE OF ALA SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT IS FULLY

1987 MAY 27 AM 10:33

*Thomas A. Henderson, Jr.*  
JUDGE OF PROBATE

1. Food Tax	\$ 53.00
2. Mig. Tax	_____
3. Recording Fee	22.50
4. Indexing Fee	1.00
TOTAL	76.50

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