

Inst # 1993-38944

12/07/1993-38944
12:09 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 MCD 21.00

STATE OF ALABAMA

SHELBY COUNTY.

TIMBER DEED

THIS INDENTURE, made and entered into on this the 30th day of JULY, 1993, by and between JOSEPH FOREST & LAND, hereinafter called Grantor, and GEORGIA-PACIFIC CORPORATION, a corporation hereinafter called Grantee.

WITNESSETH: That for and in consideration of sum of \$ 10,000 and other good and valuable consideration Dollars to Grantor in hand paid by Grantee, the receipt of which is acknowledged, Grantor does hereby Grant, bargain, sell and convey unto Grantee, its successors and assigns, all timber described as follows:

ALL MERCHANTABLE PINE ONLY *

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

*All pine 8" stump and larger PORTION OF NW $\frac{1}{4}$ of SW $\frac{1}{4}$, PORTION OF SW $\frac{1}{4}$ OF SW $\frac{1}{4}$, SECTION 23, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, AL. 32 ACRES.

NORTHEAST CORNER OF NE $\frac{1}{4}$ OF NE $\frac{1}{4}$, SECTION 25, RANGE 1 West TOWNSHIP 19 SOUTH, SHELBY COUNTY, AL. 4 ACRES

If any restriction by law or governmental regulation or if any action or any threatened action from a state, federal or local governmental agency prevents Grantee from cutting and removing the timber purchased hereunder, Grantor hereby agrees to reimburse Grantee for the volume that is standing on the tract as a result of such regulation, action or threatened action. Said volume to be determined by joint cruise conducted by Grantee and Grantor.

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 Grantor, 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 APRIL 21, 1994, to cut the above mentioned timber, or such portion as it wishes to take. Title to any timber on property not cut by said date shall revert to Grantor. 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.

GEORGIA PACIFIC
c/o FORESTRY
P.O. Box 368
TALLADEGA, AL 35160

2a. If any restriction by law or governmental regulation or if any action or any threatened action from a state, federal or local governmental agency prevents Grantee from cutting and removing the timber purchased hereunder, Grantor hereby agrees to reimburse Grantee for the volume that is standing on the tract as a result of such regulation, action or threatened action. Said volume to be determined by joint cruise conducted by Grantee and Grantor.

3. Grantor covenant that he is lawfully seized and possessed of the aforesaid timber and the lands upon which the same are situated; that the same is free from all encumbrances and Grantor has a good right to sell and convey the same; that Grantor will, and his heirs and assigns shall warrant and defend the same to Grantee, its successors and assigns, forever against the lawful claims of all persons.

4. Grantor hereby agrees to place Grantee in peaceable possession of said property for the purpose of exercising its rights hereunder, and does hereby agree to indemnify and hold harmless the Grantee from any attempt by anyone to prevent Grantee from exercising its rights hereunder.

5. Grantor acknowledges that prior to the execution of this instrument, Grantor or his representative has determined the boundary lines of the above described property and has fully, accurately and completely described said boundaries to Purchaser. Grantor further agrees to defend, protect, and hold Purchaser, its agents, employees and independent contractors harmless from any and all loss, cost, damages and/or expense arising from claims of trespass for any timber cut within the designated boundaries.

6. Grantor hereby agrees that in the event that said property does not join a public road; or is not completely accessable by a public road; or by a recorded easement to a public road, easement must allow for logging traffic; then grantor will obtain written access, by the best feasible route, to the closest public road which will allow logging traffic.

IN WITNESS WHEREOF, the Grantor, has hereunto set his hand and seal on this the 30th day of July, 1993.

Doug Joseph (SEAL)

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STATE OF Ala,

Shelby COUNTY.

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Doug Joseph whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30 day of July, 1993.

Doug Joseph
My Commission
expires 4-15-95