

Grantee's Address:
P. O. Box 535
Talladega, Alabama 35160

STATE OF ALABAMA,

SHELBY COUNTY

TIMBER DEED

THIS INDENTURE, made and entered into on this the 9th day of February, 1995, by and between FRANK I. OWEN, JR. an unmarried man, hereinafter referred to as Grantor, and GEORGIA-PACIFIC CORPORATION, a corporation authorized to do business in the State of Alabama, hereinafter referred to as Grantee.

Inst # 1995-03861

WITNESSETH: That for and in consideration of the sum of Twenty Thousand Two Hundred Fifty and No/100 (\$20,250.00) 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 TIMBER

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

Commence at the southeast corner of the Southwest quarter of the Southeast quarter of Section 24, Township 21 South, Range 1 West, Shelby County, Alabama and run thence northerly along the east line of said quarter-quarter section a distance of 663.87 feet to the point of beginning of the property being described; thence continue along last described course a distance of 663.62 feet to a point; thence turn 91 degrees 35 minutes 19 seconds left and run westerly a distance of 907.89 feet to a point on the easterly margin of Alabama Highway No. 25; thence turn 71 degrees 25 minutes 25 seconds to the left and run south-westerly along said margin of said Highway a distance of 325.00 feet to a point in the center line of Spring Branch; thence turn 84 degrees 43 minutes 33 seconds left and run along centerline of said branch 138.76 feet to a point; thence turn 3 degrees 47 minutes 31 seconds left and continue along centerline of said branch 65.10 feet to a point; thence turn 41 degrees 50 minutes 02 seconds right and continue along centerline of said branch 52.17 feet to a point; thence turn 81 degrees 44 minutes 57 seconds left and continue along centerline of said branch 15.32 feet to a point; thence turn 76 degrees 30 minutes 45 seconds right and continue along centerline of said branch 55.99 feet to a point; thence turn 17 degrees 30 minutes 49 seconds right and continue along centerline of said branch 40.80 feet to a point; thence turn 4 degrees 09 minutes 28 seconds left and continue along centerline of said branch 111.95 feet to a point; thence turn 21 degrees 10 minutes 25 second left and continue along said centerline of said branch 51.22 feet to a point; thence turn 48 degrees 17 minutes 19 seconds left and run easterly 652.12 feet to the point of beginning, containing ~~124.97~~ ¹⁹⁹⁵⁻⁰³⁸⁶¹ acres.

02/13/1995-03861
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SHELBY COUNTY JUDGE OF PROBATE
003 MCD 34.00

TO HAVE AND TO HOLD, unto Grantee, its successors and assigns, in fee simple, together with 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 for removing machinery and equipment or necessary or convenient for cutting and moving the 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 February 9, 1996 to cut the above mentioned timber, or such portion as it wishes to take. Title to any timber on said 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.

3. Grantor covenants that he is lawfully seized and possessed of the aforesaid timber on the land hereinabove described; that 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 does further agree to place and keep Grantee in peaceable possession of said property for the term of this contract for the purpose of its exercising its rights hereunder and do hereby agree to protect, indemnify and hold harmless the Grantee from any attempt by anyone to prevent Grantee from the exercise of its rights hereunder and from any claims which may be asserted or sustained against Grantee growing out of Grantee's exercise of its rights hereunder.

5. SPECIAL PROVISIONS:


(a) 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 agree 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.

(b) 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 agree 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 by Grantee and Grantor.

(c) Grantor hereby agrees that in the event said property does not adjoin a public road or is not completely accessible by a public road or by a recorded easement to a public road which allows logging traffic, then the Grantor herein will obtain written access, by the best feasible route, to the closest public road which will allow logging traffic, and the same is hereby conveyed to Grantee.

(d) Upon completion of its cutting operations, the Grantee hereby agrees to leave the road located on the east side of the subject property in as good or better condition as it was at the time of the commencement of its operations.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal on the day and year first above written.

 (SEAL)
FRANK I. OWEN, JR.

STATE OF ALABAMA,

Talladega COUNTY.

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Frank I. Owen, Jr., an unmarried man, 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 9th day of February, 1995.


NOTARY PUBLIC

Prepared by:
Ray F. Robbins, II
Robbins, Owsley and Wilkins
P. O. Box 479
Talladega, Alabama 35160

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