

TIMBER DEED

STATE OF ALABAMA)  
SHELBY COUNTY)

Known all men by these presents, that MR. LEE COFER & MRS. ANITA COFER (Hereinafter called SELLER), for and in the consideration of TEN DOLLARS (\$10.00) and other good and valuable considerations, cash in hand paid by COOPER MARINE & TIMBERLANDS CORPORATION, (Hereinafter called PURCHASER), A Mobile Alabama Corporation, with an office mailing address at P.O. Box 1566, Mobile, Alabama 36633, the receipt of which is hereby acknowledged, and subject to the terms and conditions hereinafter set forth, does hereby grant, bargain, sell, convey and warrant unto PURCHASER ALL PINE AND HARDWOOD TIMBER with full warranty of said timber now standing and growing upon the following described lands, being situated in SHELBY COUNTY, Alabama, to wit:

LEGAL DESCRIPTION: See attached "Exhibit A".

HAVE AND TO HOLD unto the said PURCHASER, its successors and assigns for a period of 24 MONTHS commencing with the date hereof, the timber herein conveyed but not removed shall revert to the sellers, their heirs and assigns. If all harvesting of timber is totally completed at an earlier date a timber deed release will be issued so that land management activities may begin.

The SELLER covenants and warrants unto the PURCHASER its successors and assigns, that they have a good right to sell and convey said timber as herein provided, and that the same is free from all liens and encumbrances, and that the SELLER will WARRANT AND DEFEND THE TITLE TO THE SAME AND THE PEACEABLE POSSESSION THEREOF unto the PURCHASER against the lawful claims and demands of all persons whomsoever.

SELLER agrees to allow PURCHASER ingress and egress across SELLER'S property for the purpose of harvesting and transporting SELLER'S timber. SELLER also guarantees to PURCHASER a reasonable access to and from the said timber. Any delay of harvesting operations due to conflicts of proposed access to timber described herein shall result in an extension of the timber deed expiration date an amount of time equal to that necessary to resolve any access conflicts.

PURCHASER agrees that harvesting and transporting operations shall be performed in a careful, workmanlike and prudent manner so as to cause as little damage as possible to those trees not conveyed in this deed. Harvesting operations will proceed observing Alabama Forestry Best Management Practices and Streamside Management Zones will apply if necessary.

PURCHASER agrees promptly to repair all damage to fences caused by the logging operations and further to leave no foreign trash or debris on property.

The PURCHASER shall be considered as an independent contractor, in no matter or form an employee of the SELLER. The SELLER agrees that the removal of the timber shall be at the sole risk of the PURCHASER or any person for any injury, loss or damage to person or property occasioned by the removal of the timber.

Inst # 2000-17335  
05/26/2000-17335

1

11:25 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 RB 16.28

SELLER makes no warranty or representations concerning the condition of the premises covered by this contract or the quality, quantity, or kind of timber conveyed. PURCHASER assumes all risk of and shall save SELLER harmless from (1) all liability resulting from or in any way connected with PURCHASER'S operation under this contract; (2) damage sustained by PURCHASER'S agent's employees, licensees and invites while traveling to and from the premises covered by this contract.

SELLER covenants and warrants unto Purchaser, its successors and assigns, that no endangered species exists or is present upon Seller's lands or lands in proximity of Seller's lands that would prohibit Purchaser from removing said timber from Seller's lands."

The PURCHASER agrees to hold the SELLER harmless for any injury, loss or damage suffered due to the removal of timber.

The PURCHASER shall have the right to use existing roads around and across pastures on said lands, and to build any new roads, which may in their opinion be necessary. All existing roads will be left in as good or better condition than they existed immediately prior to harvesting operations.

The PURCHASER shall have the right to remove any equipment or felled timber within thirty (30) days after the expiration of the timber deed.

In the event that all or any part of said lands shall at any time or times be (1) taken through right of condemnation, or (2) utilized by any person, firm, Corporation or agency in the exercise or rights to explore for, or to extract from the land, oil, gas, or other minerals, the PURCHASER shall be entitled to compensation and payment from such person, firm, corporation, or agency for all losses, costs, expenses, or damages sustained by PURCHASER by virtue of any and all impairment or loss of its use and enjoyment of said lands and said timber thereon.

The covenants and conditions contained herein shall be binding upon and insure the benefit of not only the parties, but also their respective heirs, executors, personal representative, successors, and assigns.

IN WITNESS THEREOF, the SELLER have set their hands and seals this the 21 day of March 2000.

SELLER: Lee Cofey WITNESS: \_\_\_\_\_

SELLER: Arute Cofey WITNESS: \_\_\_\_\_

STATE OF ALABAMA)  
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Lee Coter ("SELLER") whose name is signed to the foregoing conveyance, and who is known to be acknowledged before me this day, that being informed of the contents of the conveyance he executed the same voluntarily on the day same bears date.

Given under my hand and official seal this the 21 day of March 2000.

NOTARY PUBLIC: Barbara K. Beckett Witness: \_\_\_\_\_

My Commission Expires Feb. 22, 2004

Begin at the SE corner of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 16, Township 22 South, Range 2 West and run North along the East line thereof 1116.81 feet; thence 88 degrees 27 minutes 04 seconds left and run Westerly 911.93 feet to a point on the Easterly right of way line of the L&N Railroad; thence 118 degrees 51 minutes 03 seconds left and run Southerly along said right of way 13.67 feet to a curve to the right with a radius of 2112.53 feet, and a central angle of 27 degrees 34 minutes 31 seconds; thence run along the arc of said curve 1016.72 feet; thence continue tangent Southerly along said right of way 1448.85 feet to a point on the South line of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section; thence 88 degrees 45 minutes 28 seconds left and run East along said South  $\frac{1}{4}$  -  $\frac{1}{4}$  line 545.62 feet to the SE corner of last said  $\frac{1}{4}$  -  $\frac{1}{4}$ ; thence 88 degrees 27 minutes 04 seconds left and run North along the East line thereof 1316.88 feet to the point of beginning, Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING PROPERTY: Commence at the Northeast corner of Section 16, Township 22 South, Range 2 East, Shelby County, Alabama; thence Westerly along the Northern section line 1307.14 feet to the point of beginning being the Northeast corner of the Curtis Lee and Anita G. Cofer property; thence Southerly along the Eastern property line of said property 2558.93 feet to the Southern property line; thence Westerly along the Southern property line, 30 feet; thence Northerly, parallel to and 30 feet from the Eastern property line, 2558.93 feet to the Northern property; thence Easterly along the Northern property line to the Point of Beginning.

Inst # 2000-17335

05/26/2000-17335  
11:25 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MWS 16.50