

2000

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

WARRANTY TIMBER DEED

For and in consideration of the sum of One and No/100 Dollar (\$1.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **CUBA TIMBER COMPANY, INC.**, an Alabama corporation, of P. O. Box 412, Cuba, AL 36907 (FEIN# _____ and telephone number 205/392-7496), ("**Seller**"), do hereby bargain, sell, convey and warrant unto **GEORGIA-PACIFIC CORPORATION**, a Georgia corporation, having offices at Belk, Alabama, (FEIN# [REDACTED] and telephone number 205/932-3246), ("**Purchaser**"), all merchantable timber, both pine and hardwood, that is standing, lying, growing and being on the following described property in the County of Shelby, State of Alabama, to-wit:

The East half of the Southwest Quarter of Section 18, Township 21, Range 1 West, except 2 acres situated in the Northeast Quarter of Southwest Quarter of said Section 18, more particularly described as follows: Begin at Northeast corner of said Southwest Quarter and go thence in a Southerly direction along the East line of said Quarter section 140 yards; thence in a Westerly direction perpendicular to said East line, 70 yards; thence in a Northerly direction and parallel with said East line 140 yards to the North line of said Quarter section, 70 yards to the point of beginning. Said two acres is the same as that described in deed from J. F. Atchison to P. B. Davis and wife which deed appears of record in Deed Book 89 at page 405 in the Probate Office of Shelby County, Alabama.

1. The term of this Timber Deed shall, unless extended, expire on the 12 day of November, 2001. Upon the expiration of this Timber Deed, and any extensions hereof, title to all timber then remaining on the above-described lands shall revert to and become the property of the owner of the surface thereof. Purchaser shall have thirty (30) days, or up to sixty (60) days in the event of adverse weather conditions, after term to remove its' machinery, equipment and property, including all timber which was cut prior to the termination date.

2. Purchaser herein, its' agents, successors or assigns, shall have the usual right of ingress and egress over, through and across the above described lands with all teams, crews, machinery and logging equipment necessary and required for the purpose of cutting and removing said timber. Purchaser shall have the right to construct, operate and maintain roads upon the lands of Seller. Purchaser shall have the right to take earth, stone, gravel and sand from the property for the sole purpose of constructing, maintaining and repairing roads upon the lands of Seller. Purchaser shall have the right to cut, use and remove any timber, trees, undergrowth and brush, the cutting, use and removal of which may be useful, convenient, necessary or desirable in the exercise of the rights herein granted. In addition, Seller covenants unto Purchaser that the above-described lands either adjoins a public road or, in the alternative, Seller has permanent access to said property over, through and across properties adjoining the above-described lands, including the right to take heavy equipment and log trucks across the right-of-way, which Purchaser, its' successors and assigns also, are hereby given the right to use. In the event any problem develops so as to prevent Purchaser, its' successors, assigns and/or contractors, from being able to gain access to a public road to cut and remove the timber from the above-described lands, then Seller does contract and agree to grant unto Purchaser, its' successors, assigns and/or contractors, an additional time period within which Purchaser, its' successors, assigns and/or incorporators, may cut and remove the timber with said additional time period to be the same time period necessary in order to gain access to the above-described lands. Seller does further covenant and agree to pay any and all costs incurred by Purchaser, its' successors and assigns, in gaining access to the above-described lands for purposes of cutting and removing the timber herein conveyed or, in the alternative, to mutually cancel this contract and said Seller to reimburse unto Purchaser all of the purchase price together with any other reasonable costs incurred by Purchaser relative to this transaction.

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3. Purchaser shall not be obligated 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. Purchaser may leave on the property such of the timber or parts hereof as it does not desire to take.

4. 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 Purchaser from cutting and removing the timber purchased hereunder, Seller hereby agrees to reimburse Purchaser for the market value as of the date hereof of 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 Purchaser and Seller.

5. Seller shall be liable for and pay all taxes levied against the above-described lands during the term of this Timber Deed, including the 2000 taxes. Said taxes are to be paid by Seller, when and as soon as the same become due and payable. Unless otherwise agreed, Purchaser shall be liable for and pay any severance taxes levied or imposed upon the harvesting of the timber conveyed hereunder.

6. Seller acknowledges that, prior to the execution of this instrument, Seller or its' representative has determined the boundary lines of the above described lands and has fully, accurately, and completely described or clearly marked said boundaries to Purchaser. Seller further agrees to defend, protect, and hold Purchaser, its' agents, employees, and contractors, harmless from any and all loss, costs, damages, and/or expenses arising from claims of trespass for any timber cut within the designated boundaries.

7. Neither Seller nor Purchaser shall be responsible for non-performance due to strike, lockout, riot, war, civil disturbance, Act of God or other causes (whether or not of a similar nature) beyond the reasonable control of the parties. At the option of Purchaser, the terms of this Timber Deed shall be extended for a period of time equal to the time the Purchaser is prevented from cutting and removing said timber due to any of the above occurrences so that the Purchaser shall have sufficient time to remove said timber.

8. It is agreed and understood between the Seller and the Purchaser herein, their successors and assigns, that should any dispute arise as to the terms and conditions of this Timber Deed, that said matter will be settled by arbitration of three (3) arbitrators, whose majority decision shall be final and binding upon the parties hereto. Said arbitrators shall be selected by the Seller selecting one arbitrator, the Purchaser selecting one arbitrator, and the two arbitrators so selected shall select a third arbitrator. The selection of the arbitrators shall be commenced not later than thirty (30) days following any dispute which may arise and completed with due and reasonable diligence. The period allowed herein for cutting and removal of timber shall be extended automatically for the number of days required for the selection of arbitrators and to complete the arbitration of the dispute.

9. Seller acknowledges and agrees that Purchaser shall follow management practices cited in the applicable Best Management Practices, that Purchaser shall have a reasonable period of time following completion of the harvesting operations to take all actions upon the property which are consistent with said management practices; and, that Purchaser shall not be liable to Seller for any incidental damage that may arise as a result of implementation of said management practices.

10. In the event that Purchaser shall be prevented from cutting and/or removing timber prior to the end of the term, the parties shall agree upon such an additional period as may be necessary for such removal.

11. Seller covenants, represents and warrants to and with Purchaser, its' successors and assigns, that he is the sole owner in full ownership of the within described property, rights and privileges hereby conveyed; that he has the right to grant and convey the timber and trees, rights and privileges hereby granted and conveyed; that the title thereto is merchantable and free and clear of all defects, imperfections and encumbrances; that he does hereby warrant and will forever defend said title to the same against the claims of all persons whomsoever; and that Purchaser, its' successors and assigns, shall quietly and peaceably

possess and enjoy the same and shall have full title and right to possession of any timber and trees authorized to be cut and removed under the terms of this indenture.

TO HAVE AND TO HOLD the above-described timber and related rights and privileges unto Purchaser and its' successors and assigns.

Witness my signature hereto on this 6 day of December, 2000.

CUBA TIMBER COMPANY, INC.:

By: Steve Goodman (SEAL)
Steve Goodman, Its President

Attest:

Steve Goodman Sec Cuba Timber Inc
Its

STATE OF ALABAMA)

COUNTY OF FAYETTE)

I, the undersigned authority in and for said County in said State, hereby certify that STEVE GOODMAN, whose name as Proc. Sec. of Cuba Timber Company, Inc. 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, with full authority as such officer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 6th day of December, 2000.

My Commission Expires:

01/01/02

Notary Public

This instrument prepared by:
Allen Grocholski
M. Allen Grocholski, P.C.
201 Temple Avenue South
P. O. Box 816
Fayette, AL 35555
Prepared without benefit of survey.

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