

\$30,000 consideration

This document was prepared by:
Harvey M. Templeton, III
Attorney at Law
P. O. Box 192
Cleveland, TN 37364-0192


Send Tax Notices to:
Cahaba Forests, LLC
1/6 Cahaba Forest Management, Inc
3891 Klein Road
Harpersville, AL 35078

STATE OF ALABAMA)
SHELBY COUNTY)

Part of Tax Parcel 176130000002000
AND
Part of Tax Parcel 171120000007000

Clone Bank

STATUTORY WARRANTY DEED


20021223000640710 Pg 1/4 50.00
Shelby Cnty Judge of Probate, AL
12/23/2002 14:23:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS THAT: For and in consideration of ten dollars (\$10.00) and other good and valuable considerations paid to **BOWATER ALABAMA INC.** (formerly named Alliance Forest Products U.S. Corp. and formerly named U. S. Alliance Coosa Pines Corporation), a Delaware corporation, (Grantor), the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto **CAHABA FORESTS, LLC**, a Delaware limited liability company, (Grantee) its successors and assigns, (subject to the reservations, exceptions and encumbrances hereinafter set forth), the following described parcel of real estate and improvements thereon situated in Shelby County, Alabama, more particularly described as follows:

Being all that tract or parcel of land located in the SE ¼ of the SW ¼ of Section 12, Township 20 South, Range 2 East and the NE ¼ of the NW ¼ of Section 13, Township 20 South, Range 2 East, Shelby County, Alabama, containing 10.00 acres, more or less, and being more fully and completely described according to a plat of survey dated 09/03-04/02 by R. Edward Gilliland, Ala. Reg. No. 15919 ~~recorded~~ ~~in the Office of the Judge of Probate Court for Shelby County, Alabama~~ ~~in the Office of the Judge of Probate Court for Shelby County, Alabama~~ which plat of survey is incorporated into this description and deed by reference thereto and to which plat of survey is hereby made for a full complete and accurate described of said 10.00 acres, more or less. For ready reference, a reduced copy of said plat of survey is attached to this deed as Exhibit A and is hereby made a part of this deed.

Said parcels of real estate and improvements thereon are conveyed free and clear of encumbrances except: (1) all recorded easements, including without limitation, any road or utility easements, public or private; (2) all recorded covenants, conditions, encroachments, reservations, restrictions and similar matters having effect on the property; (3) coal, oil, gas and other mineral interests and/or mining rights (but not surface rights) held or owned by others in, to or under the property, if any [with regard to the potential encumbrances enumerated in this item number (3), the Grantor covenants with Grantee that Grantor will, in the event of any proposed, planned or permitted exploration, drilling or mining of the property by owners of any oil, gas, coal and other minerals and/or mining rights, other than Grantor, use Grantor's best reasonable efforts to prevent said exploration, drilling and mining from being performed in any manner having any

adverse affect on the production of seed and seedlings on the property]; (4) the reservation by and to Grantor of all oil, gas, coal and other minerals and/or mining rights in, on or under the property owned by Grantor, together with the right to enter onto the property for the purpose of exploration, drilling and mining under the property for said oil, gas, coal and other minerals and for the removal of same, provided that such exploration, drilling, mining and removal does not affect the production of seed and seedlings on the property; (5) all ad valorem taxes due October 1, 2003, which shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price, or ad valorem taxes (which will be paid by Grantee) due October 1, 2003 or in subsequent years later assessable because of any change in the use of such lands by Grantee or its successors or assigns; (6) all municipal assessments and fire dues, if any, which are due and payable after the delivery of this deed; (7) current zoning classifications.

Grantee, for itself, its successors and assigns, by its acceptance of this deed, accepts the property conveyed hereby "AS IS, WHERE IS" with all faults and defects and hereby releases and will hold and save Grantor harmless from an against and will indemnify and at Grantor's option, defend, Grantor for or from any and all costs, expenses, environmental clean up or remediation costs, damages, claims, and liabilities of any nature arising from, resulting from, or in any way connected with any and all past or future operations or activities in, on or under the parcel of real estate and improvements conveyed hereby.

TO HAVE AND TO HOLD the parcel of real estate conveyed hereby, together with all and singular the rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the Grantee, its successors and assigns forever.

- BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK -

IN WITNESS WHEREOF, BOWATER ALABAMA INC. has caused this conveyance to be signed in its corporate name by its duly authorized officer, on this the 29th day of October, 2002.

ATTEST:

BOWATER ALABAMA INC.

By: [Signature]
Harry F. Geair
Assistant Secretary
Bowater Alabama Inc.

By: [Signature]
William G. Harvey
Vice President and Treasurer
Bowater Alabama Inc.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

I, Suzanne J. Sherman, a Notary Public in and for the State and County, hereby certify that William G. Harvey whose name as Vice President and Treasurer, Bowater Alabama Inc. a Delaware corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Witness my hand and official seal at office this 23 day of October, 2002.

[Signature]
Notary Public
My Commission Expires: 11-16-08

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

I, Suzanne J. Sherman, a Notary Public in and for the State and County, hereby certify that Harry F. Geair whose name as Assistant Secretary of Bowater Alabama Inc. a corporation, 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, as such Assistant Secretary and with full authority, attested the same voluntarily for and as the act of said corporation.

Witness my hand and official seal at office this 23 day of October, 2002.

[Signature]
Notary Public
My Commission Expires: 11-16-08

RAY & GILLILAND, P.C.	
103 E FORT WILLIAMS ST. P.O. BOX 1183 SYLACAUGA, ALABAMA 35150	TEL NO. (256) 245-3243 FAX NO. (256) 245-3202 FILE: CFNURSRY
DRAWN BY: CHRIS RAY	SCALE: 1"= 100'
BOUNDARY SURVEY	DATE: FIELD WORK 09/03-04/02

LEGEND:

(M) = MEASURED
(R) = RECORDED (MAP, DEED, PLAT, ETC.)
(M & R) = MEASURED & RECORDED
(PS) = PREVIOUS SURVEY
P.L.S. = PROFESSIONAL LAND SURVEYOR
CA = CERTIFICATE OF AUTHORIZATION
(0114 - LAND SURVEYING)
G.P.S. = GLOBAL POSITIONING SYSTEM
△ = POWER POLE / OVERHEAD UTILITY
X-X-X-X = FENCE

BASIS OF BEARING

N 01°00'11" E ALONG THE
WEST BOUNDARY OF THE SOUTHWEST 1/4 OF
THE SOUTHWEST 1/4 OF SECTION 12,
TOWNSHIP 20 SOUTH, RANGE 2 EAST, SHELBY CO. AL



EXHIBIT A

S 89°47'15" E
1325.10'

S 88°52'08" E
1375.25'

2 1/2" PIPE IN PLACE
ACCEPTED AS THE
NW CORNER SW1/4-SW1/4
SECTION 12
T20S-R2E, SHELBY CO. AL

2 1/2" PIPE IN PLACE
ACCEPTED AS THE
NW CORNER SE1/4-SW1/4
SECTION 12
T20S-R2E, SHELBY CO. AL

6" CREOSOTE
FENCE POST
IN PLACE

N 01°00'11" E
1326.12'

S 56°31' W
32.79'

POINT OF COMMENCEMENT
2 1/2" PIPE IN PLACE
ACCEPTED AS THE
SW CORNER SECTION 12
T20S-R2E, SHELBY CO. AL

20021223000640710 Pg 4/4 50.00
Shelby Cnty Judge of Probate, AL
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ALABAMA HIGHWAY #76

N 78°04'28" E
356.64' (CHORD)

SET 1/2" REBAR
CA# 0114-LS
POINT OF BEGINNING

SET 1/2" REBAR
CA# 0114-LS

WIRE
FENCE

WIRE
FENCE

N 01°42'03" E
302.39'

CHAIN LINK
FENCE

S 88°35'19" E
488.73'

SET 1/2" REBAR
CA# 0114-LS

CHAIN LINK
FENCE POST

10.00 ACRES

SECTION 12

SECTION 13

SET 1/2" REBAR
CA# 0114-LS

825.80'
N 87°58'11" W

SET 1/2" REBAR
CA# 0114-LS

STATE OF ALABAMA
SHELBY COUNTY

I, R EDWARD GILLILAND, A LICENSED LAND SURVEYOR IN THE STATE OF ALABAMA HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND PLAT (OR DRAWING) HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE INFORMATION, AND BELIEF AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:
COMMENCE AT A 2 1/2" PIPE IN PLACE, ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA, THENCE PROCEED NORTH 01°00'11" EAST ALONG THE WEST BOUNDARY OF SAID SECTION FOR A DISTANCE OF 1326.12 FEET TO A 2 1/2" PIPE IN PLACE ACCEPTED AS THE NORTHWEST CORNER OF THE SOUTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH OF SAID SECTION; THENCE PROCEED SOUTH 89°47'15" EAST ALONG THE NORTH BOUNDARY OF SAID QUARTER-QUARTER SECTION FOR A DISTANCE OF 1325.10 FEET TO A 2 1/2" PIPE IN PLACE ACCEPTED AS THE NORTHEAST CORNER OF SAID QUARTER-QUARTER SECTION; THENCE PROCEED SOUTH 88°52'08" EAST ALONG THE NORTH BOUNDARY OF THE SOUTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH OF SAID SECTION FOR A DISTANCE OF 1375.25 FEET TO A 6" CREOSOTE FENCE POST IN PLACE ACCEPTED AS THE NORTHEAST CORNER OF SAID QUARTER-QUARTER SECTION; THENCE PROCEED SOUTH 01°56'31" WEST ALONG THE WEST BOUNDARY OF SAID QUARTER-QUARTER SECTION FOR A DISTANCE OF 782.79 FEET (SET 1/2" REBAR) TO A POINT LOCATED ON THE SOUTH BOUNDARY OF ALABAMA HIGHWAY #76, SAID POINT BEING THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH 01°56'31" WEST ALONG THE EAST BOUNDARY OF SAID SOUTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH OF SECTION 12 AND ALONG THE EAST BOUNDARY OF THE NORTHEAST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH OF SECTION 13 FOR A DISTANCE OF 771.02 FEET (SET 1/2" REBAR); THENCE PROCEED NORTH 87°58'11" WEST FOR A DISTANCE OF 825.80 FEET (SET 1/2" REBAR); THENCE PROCEED NORTH 00°44'47" EAST FOR A DISTANCE OF 377.43 FEET (SET 1/2" REBAR) TO A POINT ON AN EXISTING FENCE; THENCE PROCEED SOUTH 88°35'19" E ALONG SAID FENCE FOR A DISTANCE OF 488.73 FEET TO A CHAIN LINK FENCE POST; THENCE PROCEED NORTH 01°42'03" EAST ALONG SAID FENCE FOR A DISTANCE OF 302.39 FEET (SET 1/2" REBAR) TO A POINT LOCATED ON THE SOUTH BOUNDARY OF SAID ALABAMA HIGHWAY #76; THENCE PROCEED NORTH 78°04'28" EAST ALONG THE SOUTH BOUNDARY OF SAID ALABAMA HIGHWAY #76 FOR A DISTANCE OF 356.64 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND IS LOCATED IN THE SOUTHWEST ONE-FOURTH OF THE SOUTHWEST ONE-FOURTH OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 2 EAST AND THE NORTHEAST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH OF SECTION 13 TOWNSHIP 20 SOUTH RANGE 2 EAST, SHELBY COUNTY, ALABAMA AND CONTAINS 10 ACRES.

ACCORDING TO MY SURVEY THIS THE 5TH DAY OF SEPTEMBER 2002.

R. Edward Gilliland
R. EDWARD GILLILAND, A.L.A. REG. NO. 15919
RAY AND GILLILAND P.C., ALA BOARD CERT. NO. CA-0441-LS