

WARRANTY TIMBER DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

Known all men by these presents, that James Williams and Kay Williams (Hereinafter called SELLER), with a mailing address of 2915 Cahaba Valley Road, Pelham, Alabama 35124 for and in the consideration of TEN THOUSAND TWENTY-FIVE DOLLARS and no/100 (\$10,025.00) and other good and valuable considerations, cash in hand paid by RANDOLPH & RANDOLPH COMPANY, A General Partnership consisting of Harold E. Randolph and Jeffery H. Randolph, Hereinafter called PURCHASER), with an office mailing address at Post Office Box 368, Centreville, Alabama 35042, the receipt of which is hereby acknowledged, and subject to the terms and conditions hereinafter set forth, does hereby grant, bargain, sell and convey, with full warranty, unto the said Randolph & Randolph Company ALL PINE AND HARDWOOD TREES STANDING, LYING AND GROWING upon the following described real property in SHELBY COUNTY, Alabama, to wit:

LEGAL DESCRIPTION: A fractional part of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ lying South of County Road 26, East of Atchison Trail and North of Big Creek, and a fractional part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ lying South of County Road 26 and North of Big Creek. All being in Section 20, Township 21 South, Range 1 West, situated in Shelby County, Alabama, being Forty-Eight (48) acres more or less. Please see attached Exhibit A, map designating Timber Sale area.

PURCHASER agrees to remove the timber herein conveyed, or that portion of the timber, which he desires to remove, by March 31, 2009. Title to all timber not removed by PURCHASER prior to the expiration of this contract shall immediately revert to SELLER. However, upon completion of all harvesting and transportation operations, if prior to expiration of said timber deed, PURCHASER agrees to release timber deed to allow SELLER to proceed with land management activities.

TO HAVE AND TO HOLD, unto PURCHASER, its successors and assigns, in fee simple, together with full and free right of ingress and egress over all of said lands described above and, if necessary, over the adjoining or other lands of SELLERS with all necessary easements for logging roads and other necessary accesses convenient for removing machinery and equipment necessary or convenient for cutting and removing said timber and trees, 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 said timber and trees herein conveyed.

Please initial _____

SELLER does further agree to place and keep PURCHASER in peaceable possession of exercising its rights hereunder and does hereby agree to protect indemnify and hold harmless the PURCHASER from any attempt by anyone to prevent PURCHASER from the exercise of it's rights hereunder and from any claims which may be asserted or sustained against PURCHASER as a result of PURCHASER'S exercise of its rights here under.

SELLER agrees that 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 and make payment to PURCHASER for the timber volume that is remaining on the tract as a result of such regulation, action or threatened action. Said volume to be determined by joint cruise by SELLER and PURCHASER.

SELLER 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 transportation of timber by log truck, then the SELLER herein will obtain written permission for ingress, egress and regress, by a designated route, agreed upon in advance by Purchaser and Seller, to the closest public road which will allow transportation of timber by log truck, and the same is hereby conveyed to PURCHASER.

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.

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 precede observing Alabama Forestry Best Management Practices and Streamside Management Zones will apply if necessary.

PURCHASER hereby agrees to repair any active water lines and/or utility lines or buildings in use on said property if damaged by the PURCHASER during its logging operation.

Please initial _____

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

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; and (3) reasonable attorney fees.

SELLER covenants and warrants unto the PURCHASER, its successors and assigns, that SELLER is not aware of and or has not been notified that an 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. In the event an endangered species is identified and this event prohibits the removal of any portion of said timber, PURCHASER will not hold SELLER liable for timber value for any amount more than the pro rata value of said timber PURCHASER is prohibited from removing.

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 has set their hands and seals this the 12 day of October 2007.

SELLER: James Williams
James Williams

SELLER: Kay Wilson Williams
Kay Williams

STATE OF ALABAMA)
COUNTY OF Shelby)

Shelby County, AL 10/12/2007
State of Alabama

Deed Tax: \$10.00

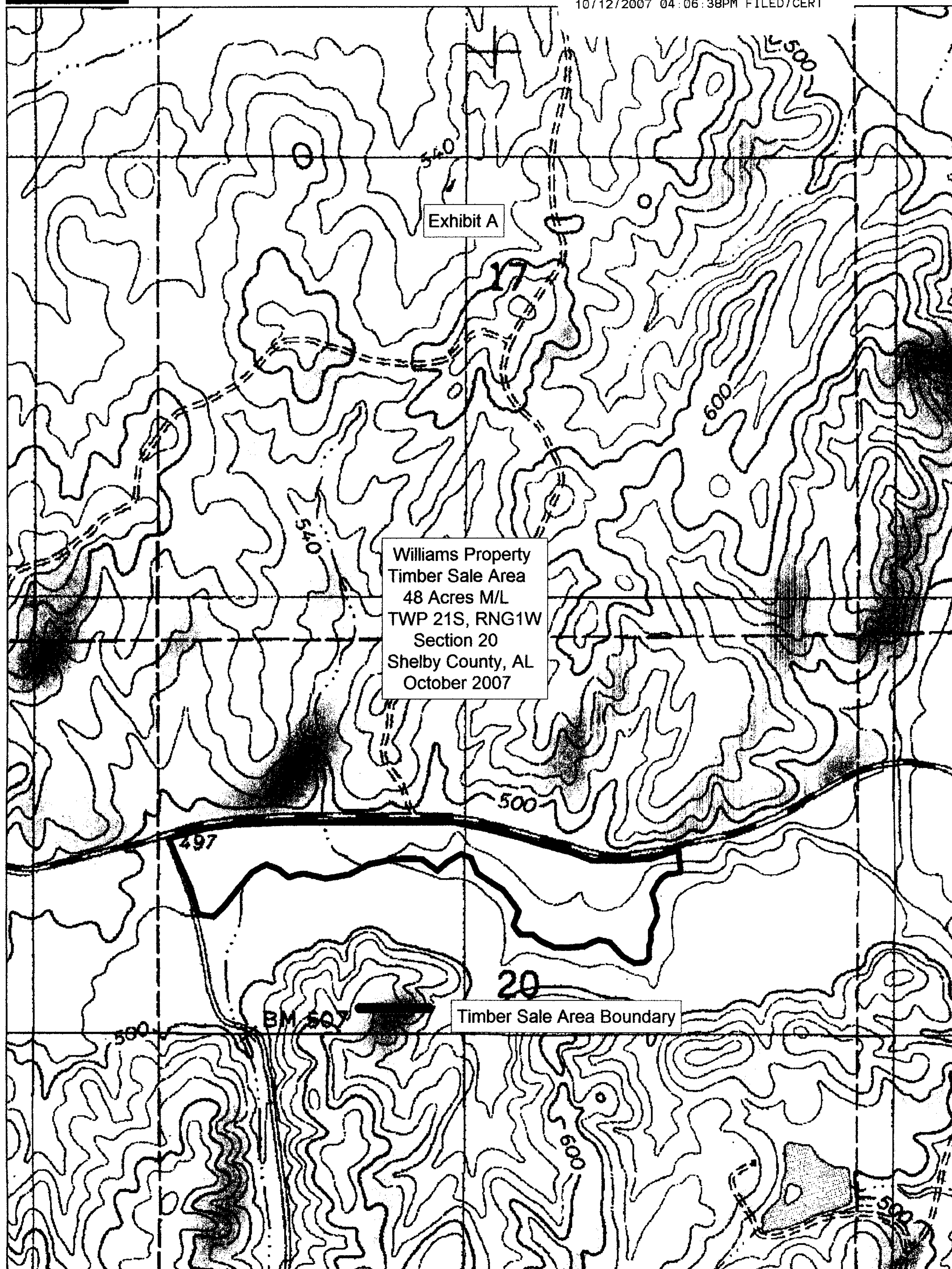
I, the undersigned, a Notary Public in and for said State And County, do hereby certify that James Williams (SELLER") whose name is signed to the foregoing conveyance, and who is known to be acknowledged before me this day, that being informed of the contents of the conveyance he executed the same voluntarily on the day same bears date. Given under my hand and official seal this the 12 day of Oct, 2007.

NOTARY PUBLIC: Shelley Anderson My Commission Expires January 9, 2010

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said State And County, do hereby certify that Kay Williams (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 12 day of Oct, 2007.

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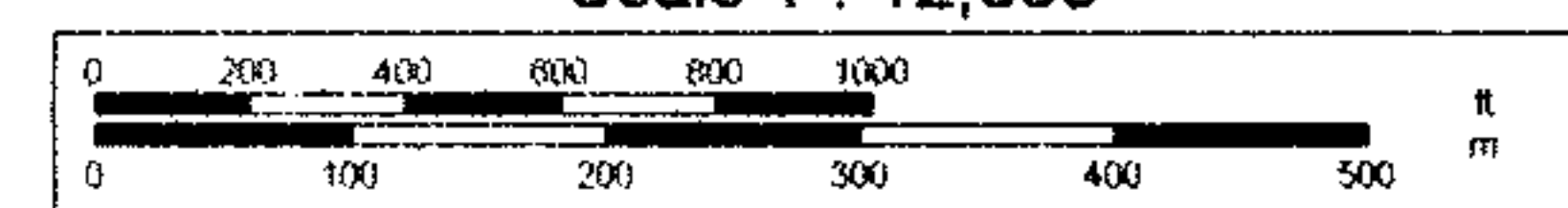
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MN (2.5°W) TN

Scale 1 : 12,000


$$1'' = 1,000.0 \text{ ft}$$

Data Zoom 13-2