

This instrument prepared by:
Rob Rimer
The Westervelt Company, Inc.
P. O. Box 48999
Tuscaloosa, AL 35404-8999
Source of Title: Deed Book 103 Page 99
Deed Book 111 Page 13

Grantee's Address:
Steve Upton
P. O. Box 336
Birmingham, AL 35201

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the exchange of like-kind lands and other good and valuable consideration in hand paid by **DAY, L.L.C.** to **THE WESTERVELT COMPANY, INC.**, (formerly Gulf States Paper Corporation) a Delaware corporation, the receipt of which is hereby acknowledged, the undersigned GRANTOR, **THE WESTERVELT COMPANY, INC.**, has this day bargained and sold and by these presents does hereby grant, bargain, sell and convey unto the said **DAY, L.L.C.**, the following described tracts or parcels of land lying and being in Shelby County, Alabama and more particularly bounded and described as follows:

SURFACE RIGHTS ONLY IN AND TO:

Sec 22, Township 20S, Range 2W

A parcel of land located in the West Half of Section 22, Township 20 South, Range 2 West, in Shelby County, Alabama, containing Two (2.00) Acres and being more particularly described as follows: Start at a Concrete Monument accepted to mark the Southwest corner of Section 22 and run North 2 degrees 02 minutes 12 seconds East (Assumed) and along the Western Boundary of said Section 22 for a distance of 2279.28 feet to a 1/2" rebar set, said rebar being the Point-of-Beginning; thence continue in a Northerly direction along the Western Boundary of said Section 22 for a distance of 330.00 feet to a 1/2" rebar set; thence with a deflection angle of 48 degrees 47 minutes to the right, run in a Northeasterly direction for a distance of 350.00 feet to a 1/2" rebar set; thence with a deflection angle of 131 degrees 13 minutes to the right, run in a Southerly direction for a distance of 330.00 feet to a 1/2" rebar set; thence with a deflection angle of 48 degrees 47 minutes to the right, run in a Southwesterly direction for a distance of 350.00 feet to the Point-of-Beginning.

Sec 34, Township 20S, Range 2W

Five (5) acres along the east boundary of the E1/2 of the SW1/4 of the SE1/4 of Section 34; SE1/4 of the SE1/4.

Sec 35, Township 20S, Range 2W

The SW1/4 and the S1/2 of the S1/2 of the NW1/4 of Section 35, Township 20 South, Range 2 West, Shelby County, Alabama.

Also a non-exclusive right-of-way 60 feet in width located in the N1/2 of the NE1/4 of Section 3, Township 21 North, Range 2 West, further identified on the attached plat and labeled Exhibit "A".

The easement hereby granted is non-exclusive and Grantor reserves to itself, successors and assigns the right to use said easement. It is also understood that Grantor is in the business of growing, managing and harvesting timber, and Grantor reserves the right to use said easement for any purpose, specifically including, but not limited to any purpose related to growing, managing and harvesting timber. Grantor also understands that Grantee may improve the easement to the extent that it will hold up during adverse weather conditions and Grantee agrees that the easement will not be paved to achieve this means unless said paving will not be damaged by timber growing, managing or harvesting operations.

SUBJECT TO all planning, zoning, health and other governmental regulations, if any, affecting subject property.

SUBJECT TO all rights-of-ways and easements that may be of record or in evidence through use.

SUBJECT TO any encroachments, overlaps, boundary line disputes, possession by other parties, or other matters which would be disclosed by an accurate survey or inspection of the premises.

GRANTOR RESERVES unto itself, its successors or assigns, all oil, gas, and minerals, and mineral and mining rights that it may own.

TO HAVE AND TO HOLD, all and singular, the above-mentioned and described premises, together with the appurtenances, unto the said Grantee, its successors and assigns forever. The Grantor hereby covenants and agrees with Grantee, its successors and assigns, that the Grantor, its successors and assigns, will warrant and defend the above-described real estate against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under the Grantor, but not further or otherwise.

IN WITNESS WHEREOF, the said **THE WESTERVELT COMPANY, INC.** has hereunto set its signature by James J. King, Jr., its Vice President, who is duly authorized on this the 12th day of November, 2007.

ATTEST:

By: _____

Its: Secretary

THE WESTERVELT COMPANY, INC.

By: James J. King, Jr.

Its: Vice President



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Shelby Cnty Judge of Probate, AL
11/28/2007 03:08:57PM FILED/CERT

STATE OF ALABAMA)

TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that James J. King, Jr., whose name as Vice President of **THE WESTERVELT COMPANY, 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 with full authority executed the same voluntarily for and as the act of said corporation.


Given under my hand and official seal this the 12th day of November, 2007.

Shelby County, AL 11/28/2007
State of Alabama

Deed Tax: \$121.50


Notary Public in and for the
State of Alabama at Large

My commission expires: MY COMMISSION EXPIRES FEB. 23, 2010

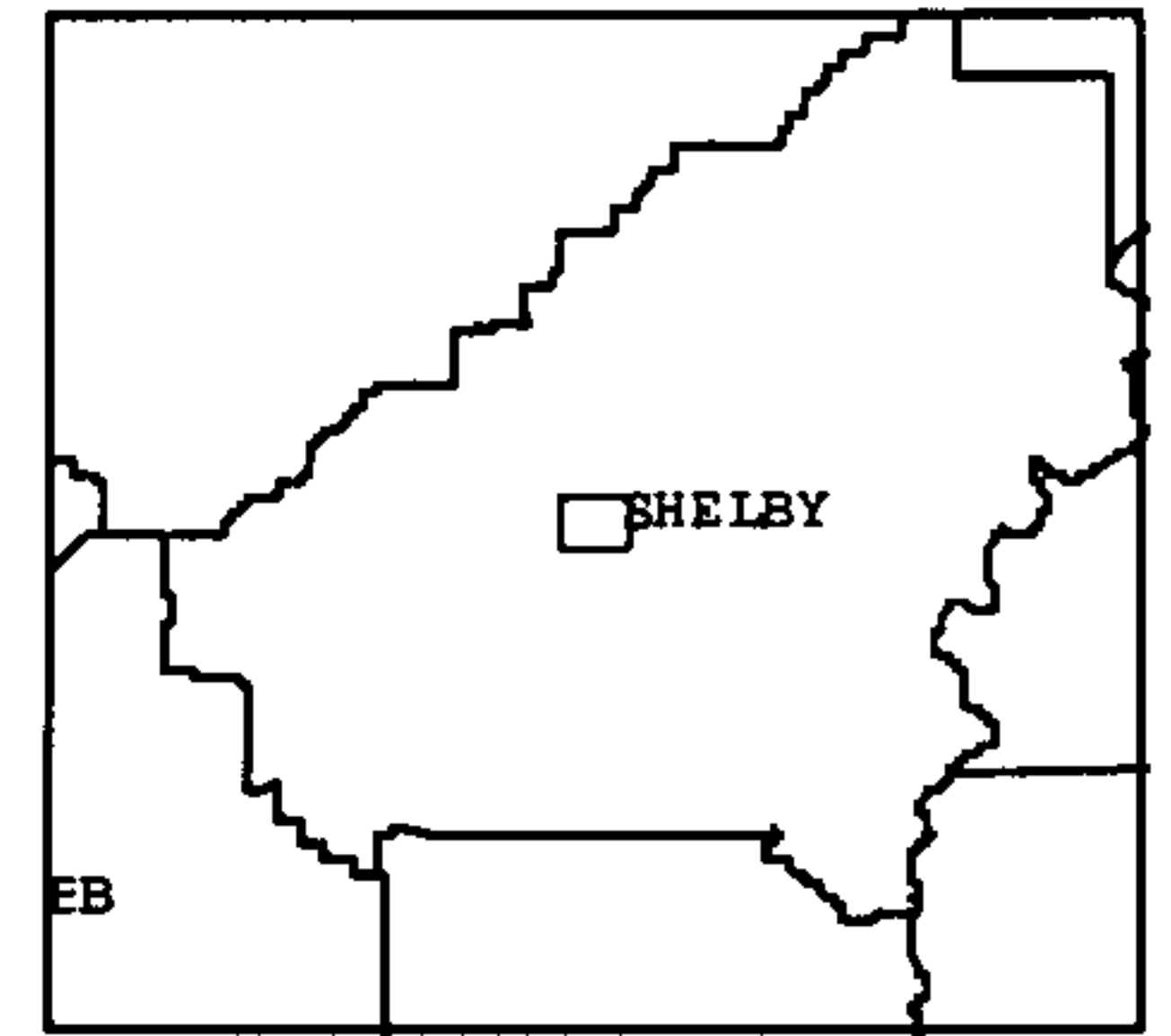

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LEGEND

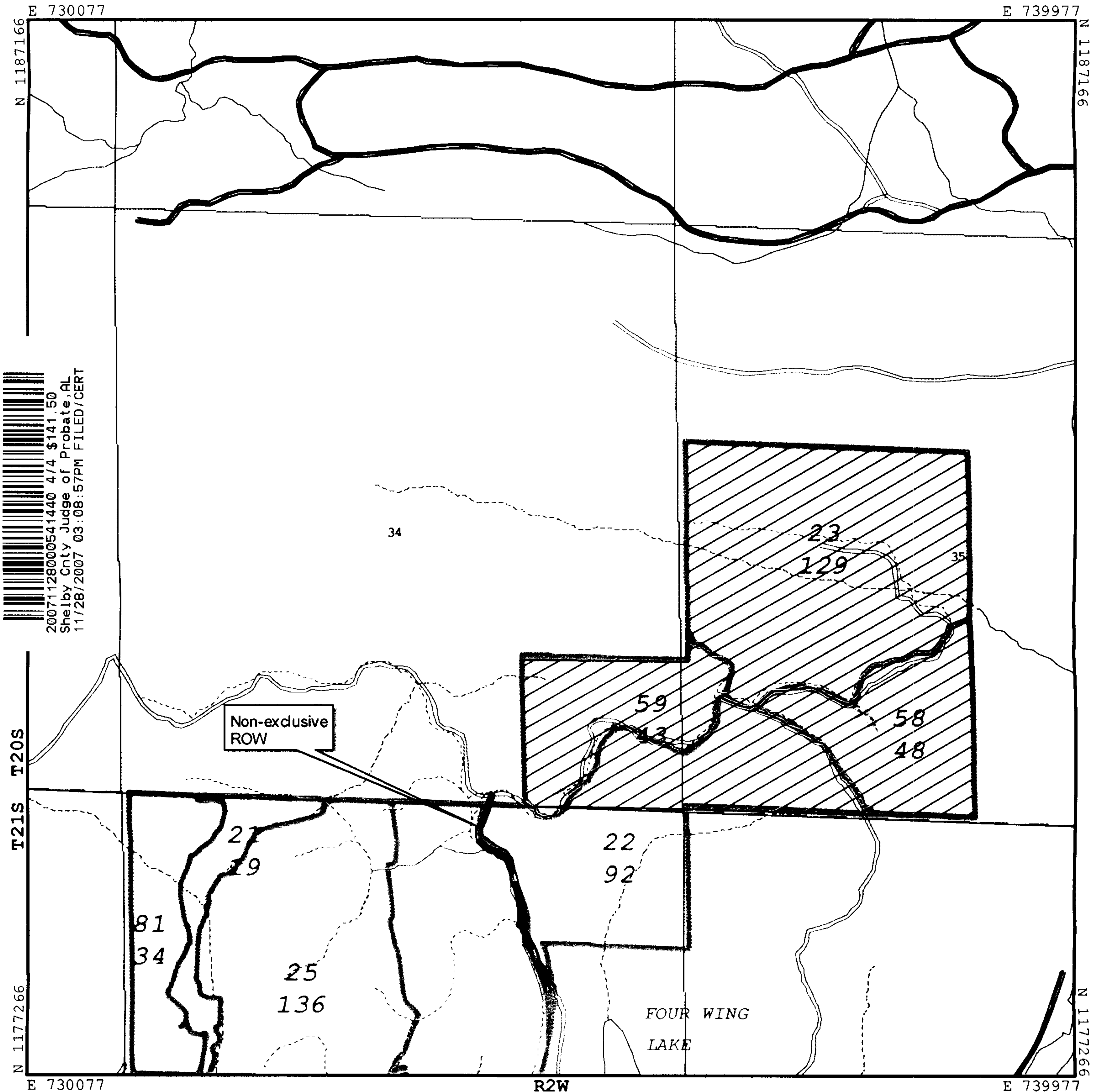
Exhibit "A"

County: SHELBY
District: COLUMBIANA
MgtArea: COLUMBIANA (207)
Comprtmt: 58
QuadName: BOUNDS LAKE

Date _____
Forester _____
ACN _____



11-08-07
N
4 in. = 1 Mile



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