

Return To: Georgia Pacific Corp.

P.O. Box 535

Talladega, AL 35160

STATE OF ALABAMA)

COUNTY OF SHELBY)

This timber sales contract is made this 10<sup>th</sup> day of March, 1978, by and between the Georgia Pacific Corporation of Talladega, Alabama, hereinafter known as BUYER, and Mrs. Lou Alice Vann Lumpkin, a widow, Mrs. Vivian Vann Coker, a widow, Mrs. Roberta S. Pless, Mrs. Patricia S. Hartenstine, Mrs. Gloria S. Floren, Mrs. Virginia S. Suess, a widow, Mr. William H. Gandy, Jr., Mr. Joseph C. Gandy, II, Mrs. Carolyn Jane Gandy Ballard, Mrs. Carolyn Gandy, a widow, Mrs. Linda Vann Hudson, hereinafter known as SELLERS.

WITNESSETH that the Sellers, for and in consideration of the sum of SEVENTY ONE THOUSAND, SEVEN HUNDRED SEVENTY-SEVEN AND 77/100 DOLLARS (\$71,777.77) in hand paid by Buyer, receipt of which is hereby acknowledged by Sellers, and other promises and valuable considerations hereinbelow stated, hereby convey, contract, bargain, and sell unto the Buyer all pine trees with a stump diameter equal to and larger than 10.0 inches when measured outside the bark 6 inches above the ground, and all hardwood trees with a stump diameter equal to and larger than 12 inches when measured outside the bark, as may be located on approximately 192 net forested acres as per the attached plat and more particularly described as follows:

SW $\frac{1}{4}$  and SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 15, Township 20 South, Range 1 West, Shelby County, Alabama.

- 1/ The Sellers warrant that they are the owners of the said land and timber, that they have the perfect right to sell and convey the described timber from said land, and that they will protect the right of the Buyer to cut and remove said timber from the above described land until the expiration date of this contract. The Sellers further warrant that they have duly conferred upon the Resource Management Service, Inc. the authority to act as their Agent in the negotiation of the sale, to collect all stumpage payments in their name, and to make frequent inspections of the operation of this above described sale.
- 2/ The Buyer contracts and agrees to cut only those trees which have been conveyed herein according to the works of foresters of Resource Management Service, Inc. leaving all other trees that have not been conveyed.
- 3/ The Buyer contracts and agrees to remove said timber or that portion of said timber he desires to remove by February 15, 1979, this being the primary term of this contract. An extension of an additional period of twelve (12) months can be purchased by Buyer upon payment by Buyer to Sellers prior to the termination of the primary term a sum equal to 10% of the purchase price stated herein; the

Georgia Pacific  
P.O. Box 535

Talladega, AL



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Shelby Cnty Judge of Probate, AL  
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expiration date of this contract being \_\_\_\_\_ February 15, 1979, or t \_\_\_\_\_ (12) months from the date of purchase of an extension, or on the completion date of cutting, whichever date occurs earliest. After the expiration date of this contract all rights of the Buyer to possess, cut or control such timber shall terminate and cease and any portion of the above consideration paid for such timber shall be surrendered as liquidated damages for the breach of said contract.

317 21  
4/ The Buyer further agrees and contracts to cut and remove the timber in a good and workmanlike manner; to take particular and reasonable care and precaution in timber felling and logging to reserve the residual timber, the young growth and reproduction; to take all reasonable precautions against destructive logging practices which unnecessarily damage the residual timber and breakdown or destroy the young reproduction and saplings on the area, compatible with the economic removal of the timber. Rubber-tired skidders may be used but skid trails and loading decks must be kept to a minimum and unnecessary damage to reproduction and residual trees avoided. No high lead logging or drag line skidding is to be permitted within the property. In addition, the Buyer shall avoid felling or dropping any trees or tops into any fences, fields, trails, roads, creeks, or pastures on the Sellers' or any neighbor's property and should this occur, Buyer shall remove said trees or tops immediately from such fences, fields, trails, roads, creeks, or pastures by pulling them back well within the woods, and repairing any fences.

5/ Upon completion of logging, the existing woods trails as described on the attached plat shall be repaired and left in a condition such that they are driveable with a pick-up truck except during wet weather conditions.

6/ The Buyer contracts and agrees to take all reasonable precautions against fire and to suppress any fire that might damage the residual timber and young growth which occurs in the timbered area on the above described property during their presence on the property. The Buyer shall also accept full and prompt liability for any damages to Sellers occurring as a result of any fire resulting from Buyer's logging activity which may get out on the Sellers' or any neighbor's property from the use of any kind of fire on the subject property.

7/ The Buyer further agrees and contracts not to cut or remove or needlessly damage any other trees than the above described timber herein being conveyed by this instrument. Should this portion of the contract be broken, the Sellers or their Agent or Agents may enter upon said land and take possession of the timber without notice to the Buyer. Thereupon the Buyer shall be required to pay an



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amount equal to twice the value of the stumpage for the illegal stumpage cut or removed from the land and wrongfully or needlessly destroyed by poor timber cutting or logging practices as liquidated damages for the breach of this contract before the Buyer shall have the right to continue cutting and removing the remaining portion of the conveyed timber. For purposes of this contract, the diameter breast high of any wrongfully cut tree shall be taken as the average diameter of such tree at the stump, inside bark, and shall be scaled in terms of Standard Cords, the stumpage value for pine pulpwood being set at \$9/standard cord and hardwood pulpwood at \$2.50/standard cord. The unit volume shall be taken from the recent inventory cruise taken for this entire property and on file in the offices of Resource Management Service, Inc. unless the entire merchantable tree length remains identifiable with its stump in which case the merchantable length shall be measured.

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8/ The Sellers contract and agree that the Buyer, his Agents and employees shall enjoy the full right for the term of this contract to enter upon said lands and to cut and remove the timber in the manner as above described. The Buyer is given the right to make only necessary trails or passage-ways for the purpose of removing said conveyed timber only as long as the existing roads or trails cannot suffice for this purpose and the crossing or cutting of any exterior fences, excepting at established gates or gaps, and the unnecessary cutting of any standing merchantable timber for trails and loading areas is avoided. All operating equipment and machinery shall be removed from the property within ten (10) days following the expiration date of this contract. Buyer shall keep all fences or other property improvements in full and immediate repair as a consequence of any use or damage as a result of any operation.

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9/ The Buyer may assign or convey any portion of said timber to a third party under the full terms and conditions of this contract, but Buyer will be directly responsible to Sellers for all the actions of any contracting third party, employees, assignee, or sub-contractor. He further contracts and agrees to assume all liability for and shall indemnify the Sellers against all claims, demands, or causes of action, including the cost of defending the same, of every nature whatsoever arising out of or resulting from in any manner the operation of the Buyer or any contracting third party, employee, assignee, or sub-contractor under this agreement, and to pay or have paid all timber taxes, wages, workmen's compensation claims, and any and all of the claims or obligations imposed on them by reasons of the Buyer's operation under this agreement.



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10/ The Sellers designate and the Buyer accepts the Resource Management Service, Inc. as the Agent of the Sellers for purposes of inspecting, checking, and overseeing from time to time the compliance of the cutting and logging of the timber conveyed under this contract and other provisions pertaining thereto. The Buyer further agrees to notify the Resource Management Service, Inc. when their operation shall commence on said property and when it is either completed or delayed for any extended period in excess of two week's time.

11/ It is mutually agreed that the Sellers and the Buyer have respectively sold and purchased the above described forest products evolving upon the works and estimates of the Resource Management Service, Inc. and that Buyer has satisfied himself as to the reasonableness of such estimates made for the knowledge of Sellers and furnished Buyer for his possible interest; but as between the two parties, no representation made by the estimates of the Resource Management Service, Inc. shall be a condition or a basis for the modification of the written conveyance.

12/ It is further agreed that the Buyer shall not be responsible or accountable for incidental or unavoidable damages necessarily resulting from the operations of any reasonable timber cutting and logging operations on the above described lands.

WITNESS:

Mrs. Lou Alice Lumpkin  
SELLER: Mrs. Lou Alice Lumpkin, a Widow

Mrs. Vivian Vann Coker  
SELLER: Mrs. Vivian Vann Coker, a Widow

Roberta S. Pless  
SELLER: Mrs. Roberta S. Pless

William C. Pless  
SELLER: Mr. William C. Pless

Patricia S. Hartenstine  
SELLER: Mrs. Patricia S. Hartenstine

Melvin W. Hartenstine  
SELLER: Mr. Melvin W. Hartenstine

Gloria S. Floren  
SELLER: Mrs. Gloria S. Floren

H. Gerald Floren  
SELLER: Mr. H. Gerald Floren



Edith G. Gandy

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Virginia C. Carson

STATE OF ALABAMA)  
)  
TALLADEGA COUNTY)

Virginia S. Suess  
SELLER: Mrs. Virginia S. Suess, a Widow

William H. Gandy, Jr.  
SELLER: Mr. William H. Gandy, Jr.

Joseph C. Gandy, II  
SELLER: Mr. Joseph C. Gandy, II

Carolyn Jane Gandy Ballard  
SELLER: Mrs. Carolyn Jane Gandy Ballard

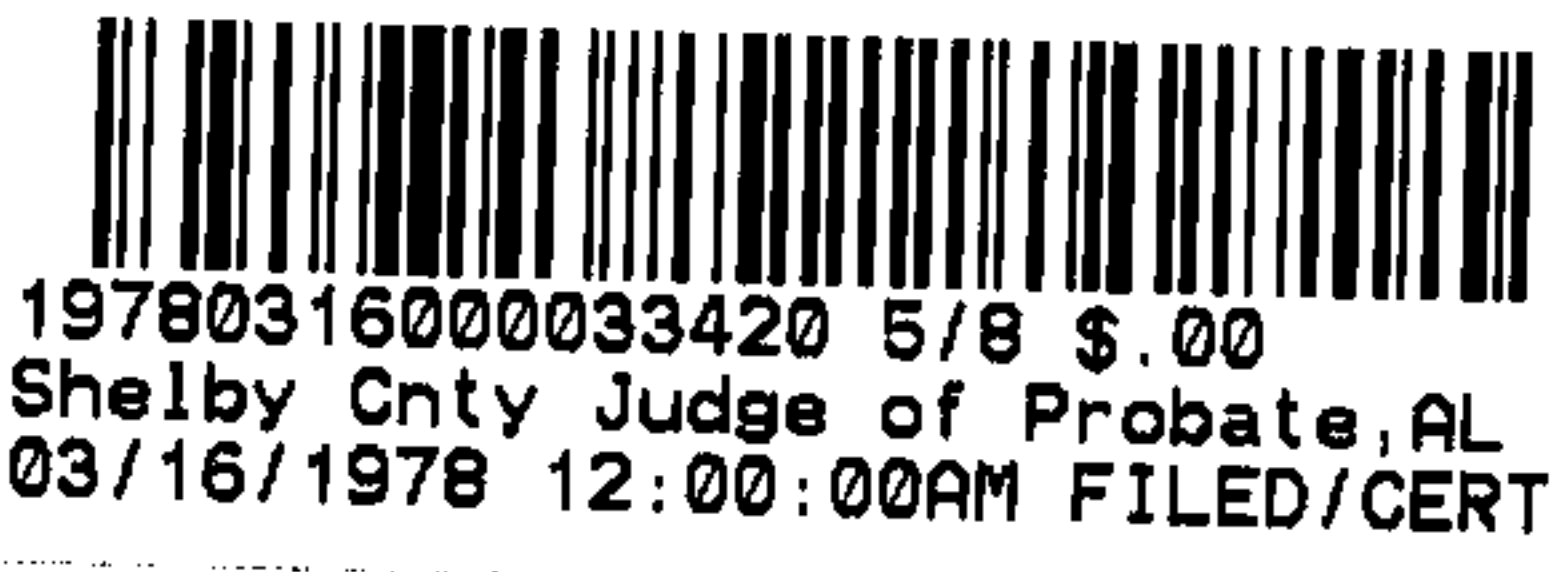
Carlos A. Ballard  
SELLER: Mr. Carlos A. Ballard

Carolyn Gandy  
SELLER: Mrs. Carolyn Gandy, a Widow

Linda Vann Hudson  
SELLER: Mrs. Linda Vann Hudson

Wayne Hudson  
SELLER: Mr. Wayne Hudson

Jack R. Graham  
BUYER: Georgia Pacific Corporation  
By: Jack R. Graham



Personally appeared before the undersigned, a Notary Public in and for said county and state, the within named Jack R. Graham who acknowledged himself to be Timber Manager of Talladega Plywood division of Georgia Pacific Corporation, a corporation, and that he, as such Timber Manager being authorized so to do, executed and delivered the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as a manager.

Given under my hand and seal of office, this the 23 day of January, A. D., 1978:

My commission expires:  
3-14-81

Connie J. Gilliland  
NOTARY PUBLIC



STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

I, Joan W. Veitch, a Notary Public in and for the said County in said State, hereby certify that Mrs. Lou Alice Lumpkin, whose name 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 this conveyance, she executed the same voluntarily on this date.

Given under my hand this the 9th day of March, 1978.

My commission expires:

My Commission Expires May 12, 1981

Joan W. Veitch  
NOTARY PUBLIC

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

I, Joan W. Veitch, a Notary Public in and for the said County in said State, hereby certify that Mrs. Vivian Vann Coker, whose name 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 this conveyance, she executed the same voluntarily on this date.

Given under my hand this the 9th day of March, 1978.

My commission expires:

My Commission Expires May 12, 1981

Joan W. Veitch  
NOTARY PUBLIC

STATE OF MARYLAND)  
COUNTY OF HARFORD)

I, W. Nelson Baker, a Notary Public in and for the said County in said State, hereby certify that Mrs. Roberta S. Pless and Mr. William C. Pless, wife and husband, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that being informed of the contents of this conveyance, they executed the same voluntarily on this date.

Given under my hand this the 16th day of Feb, 1978.

My commission expires:

W. Nelson Baker July 1, 1979

W. Nelson Baker  
NOTARY PUBLIC

STATE OF MARYLAND)  
COUNTY OF HARFORD (GECIL)

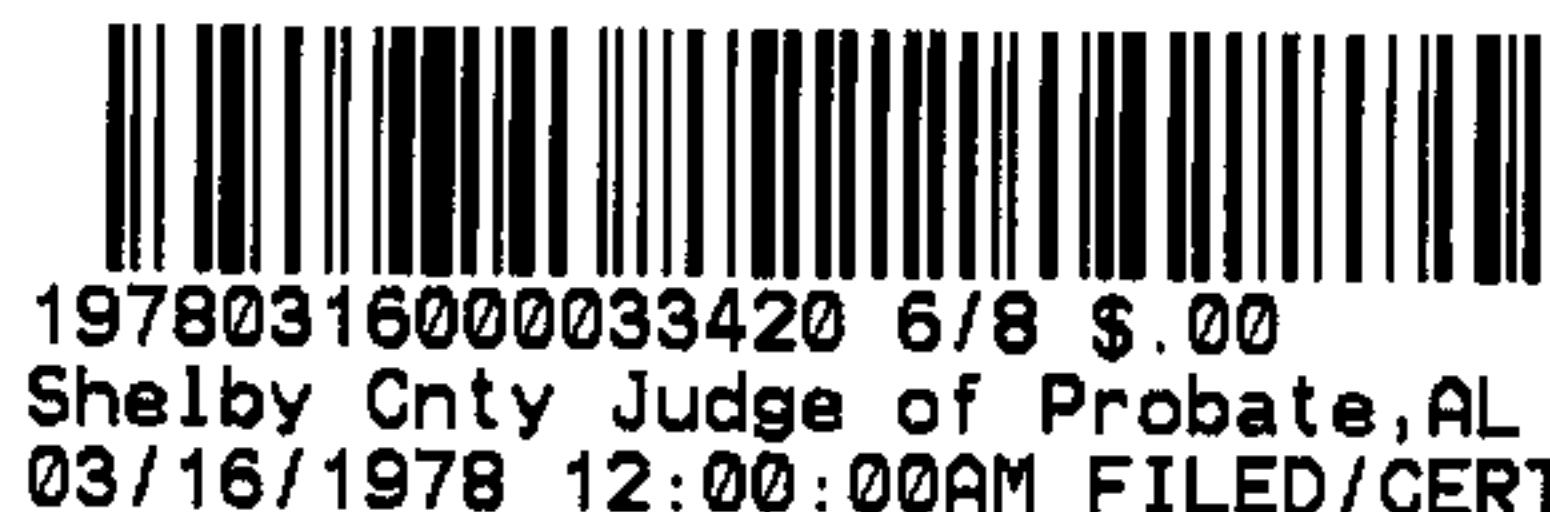
I, W. Nelson Baker, a Notary Public in and for the said County in said State, hereby certify that Mrs. Patricia S. Hortenstine and Mr. Melvin W. Hortenstine, wife and husband, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that being informed of the contents of this conveyance, they executed the same voluntarily on this date.

Given under my hand this the 16th day of Feb, 1978.

My commission expires:

July 1, 1979

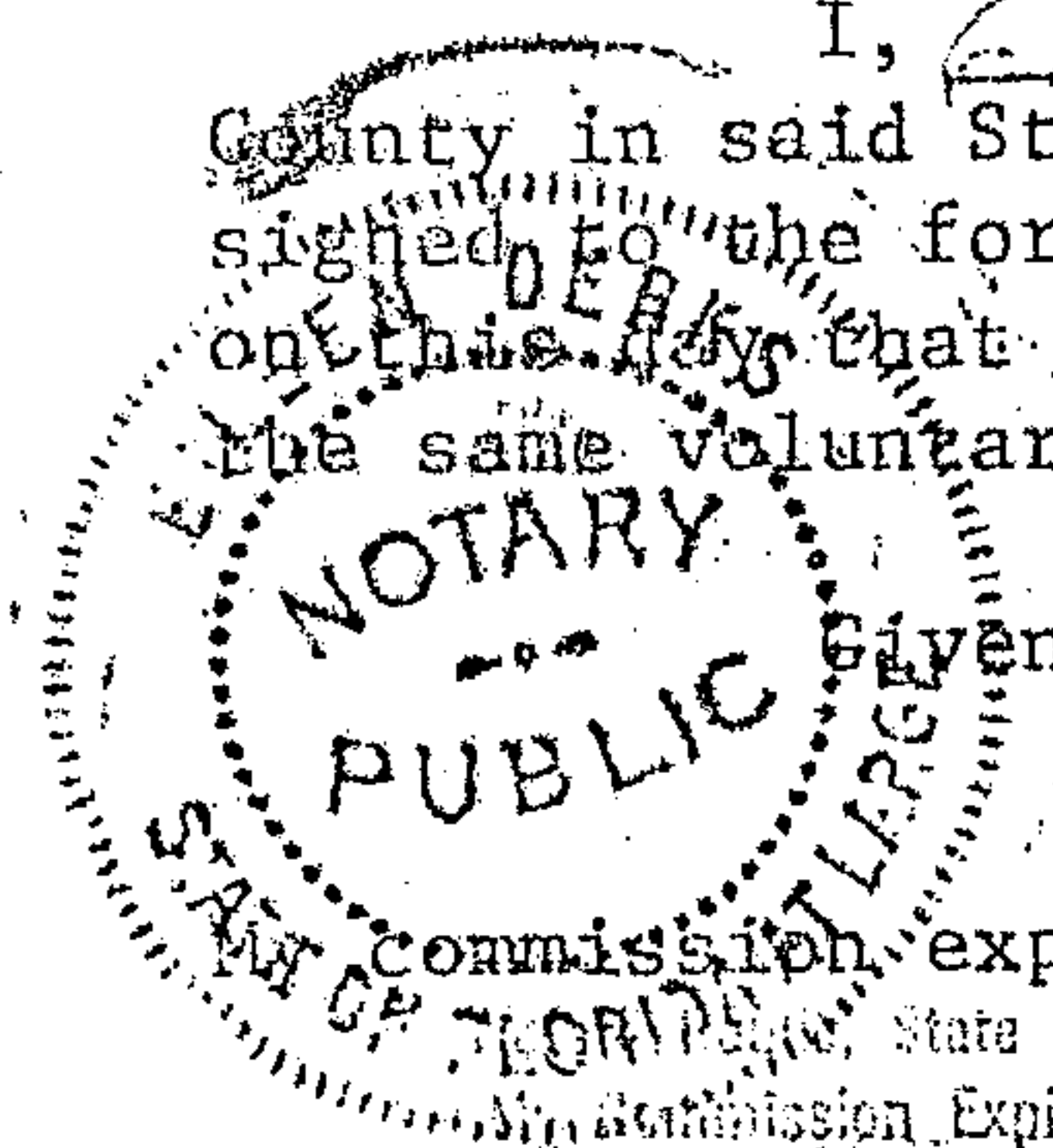
W. Nelson Baker  
NOTARY PUBLIC





STATE OF FLORIDA)  
)  
COUNTY OF PASCO)

I, Eileen M. [Signature], a Notary Public in and for the said County in said State, hereby certify that Mrs. Virginia S. Suess, whose name 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 this conveyance, she executed the same voluntarily on this date.



Given under my hand this the 28th day of February, 1978.

Eileen M. [Signature]  
NOTARY PUBLIC

STATE OF ALABAMA)  
)  
COUNTY OF JEFFERSON)

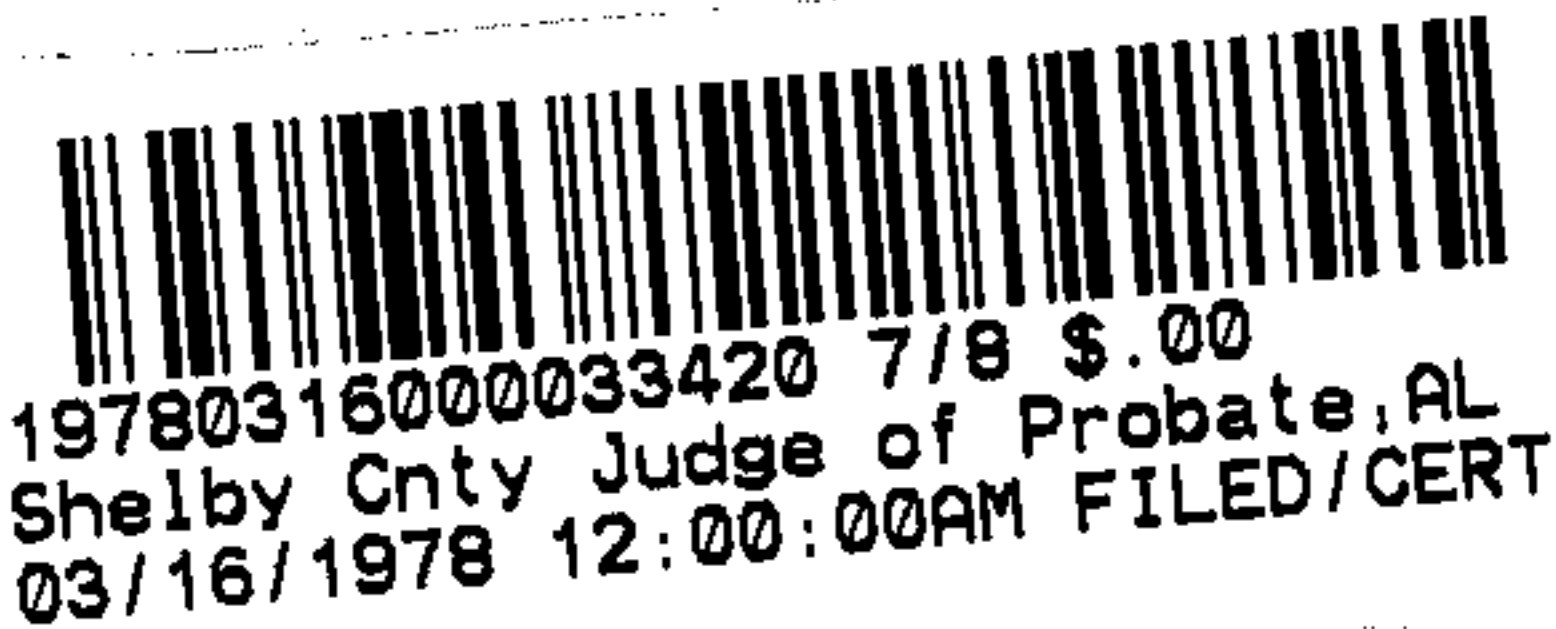
I, Kay B. Toner, a Notary Public in and for the said County in said State, hereby certify that Mr. William H. Gandy, Jr., whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of this conveyance, he executed the same voluntarily on this date.

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Given under my hand this the 7th day of March, 1978.

Kay B. Toner  
NOTARY PUBLIC

My commission expires:  
MY COMMISSION EXPIRES AUGUST 14, 1979



STATE OF ALABAMA)  
)  
COUNTY OF JEFFERSON)

I, Kay B. Toner, a Notary Public in and for the said County in said State, hereby certify that Mr. Joseph C. Gandy, II, whose name 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 this conveyance, he executed the same voluntarily on this date.

Given under my hand this the 7th day of March, 1978.

Kay B. Toner  
NOTARY PUBLIC

My commission expires:  
MY COMMISSION EXPIRES AUGUST 14, 1979

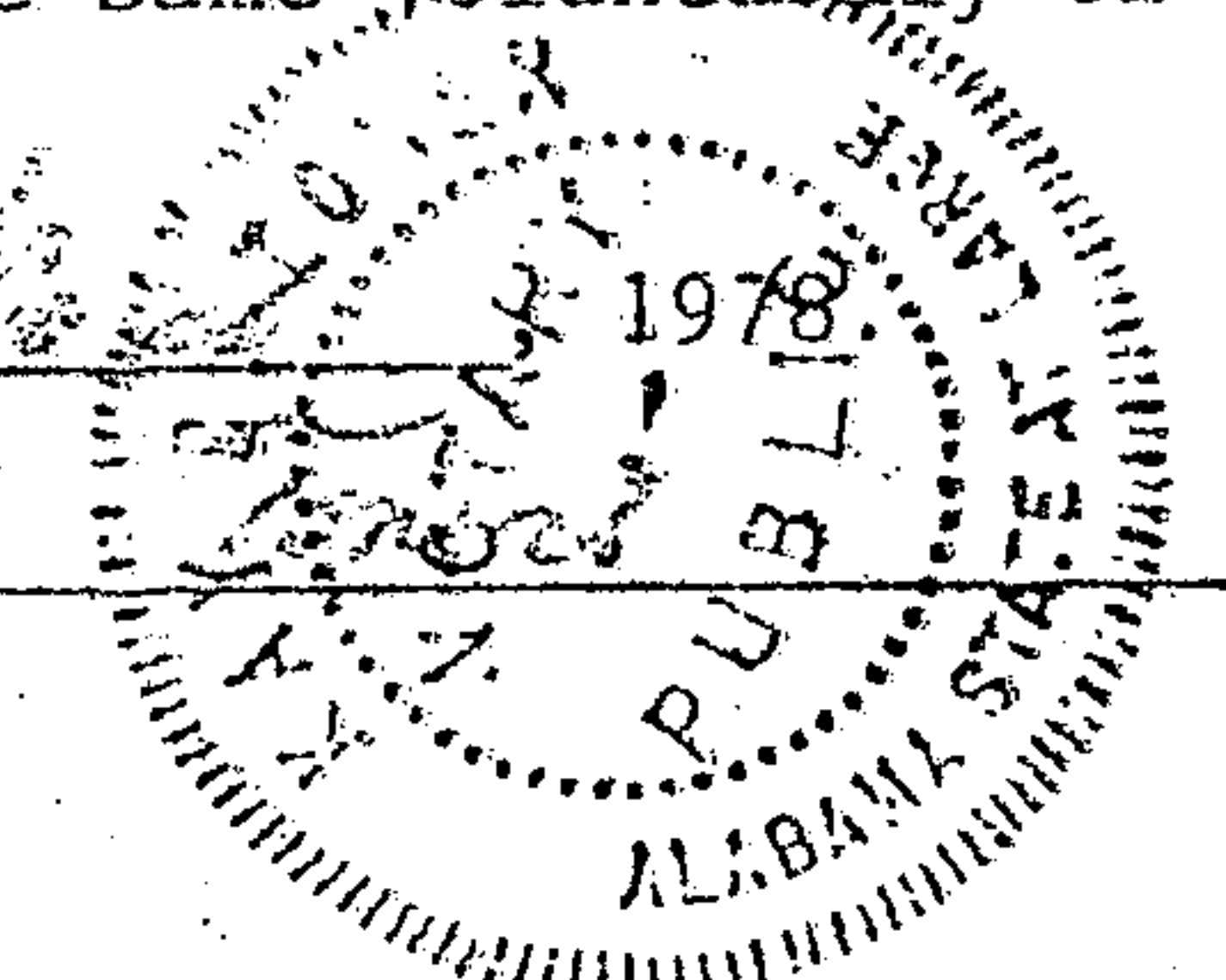
STATE OF ALABAMA)  
)  
COUNTY OF JEFFERSON)

I, Kay B. Toner, a Notary Public in and for the said County in said State, hereby certify that Mrs. Carolyn Jane Gandy Ballard and Mr. Carlos A. Ballard, wife and husband, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that being informed of the contents of this conveyance, they executed the same voluntarily on this date.

Given under my hand this the 7th day of March, 1978.

Kay B. Toner  
NOTARY PUBLIC

My commission expires:  
MY COMMISSION EXPIRES AUGUST 14, 1979

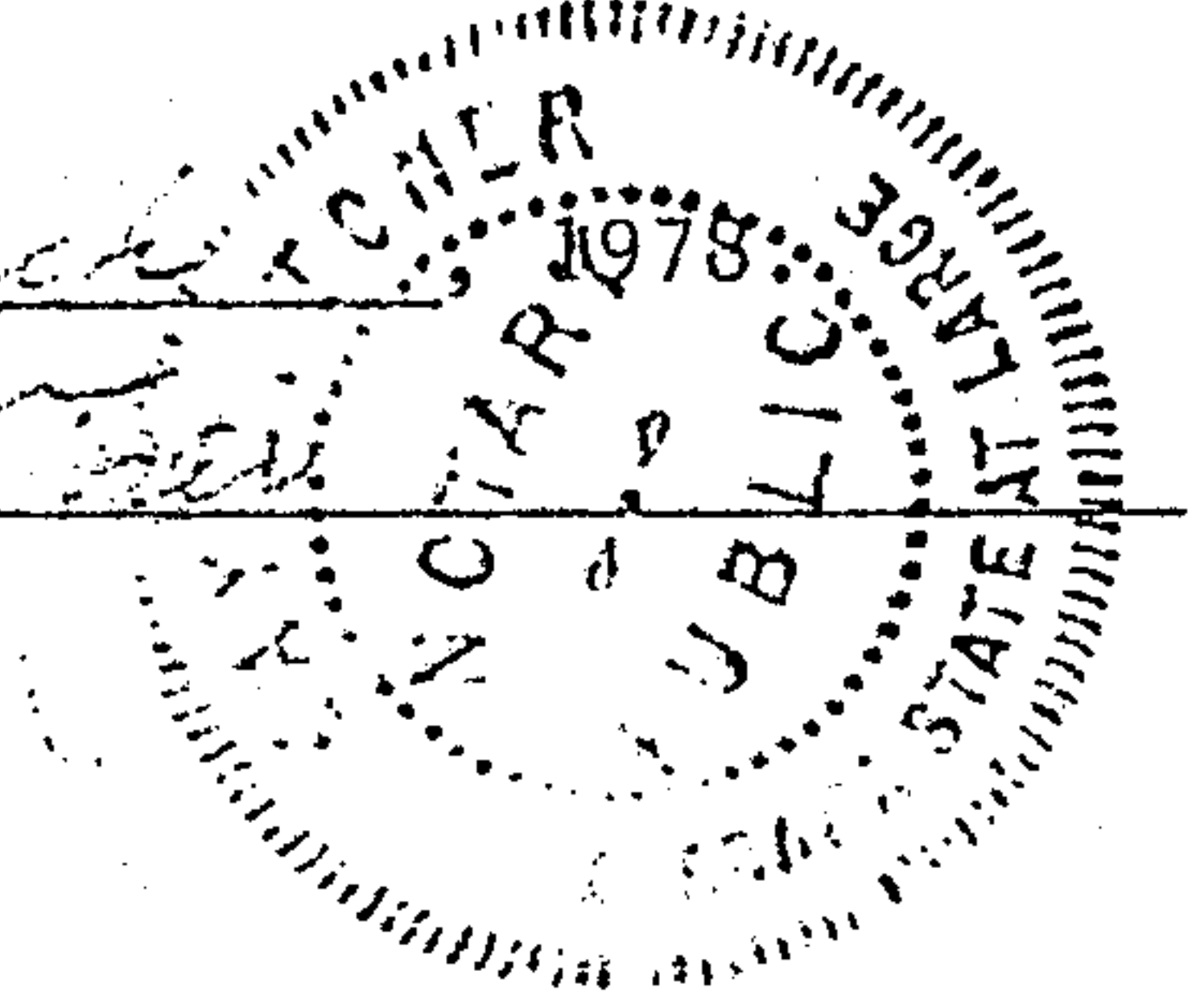


STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

I, Ray B. Tress, a Notary Public in and for the said County in said State, hereby certify that Mrs. Carolyn Gandy, whose name 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 this conveyance, she executed the same voluntarily on this date.

Given under my hand this the 7<sup>th</sup> day of March, 1978.  
Ray B. Tress  
NOTARY PUBLIC

My commission expires:  
MY COMMISSION EXPIRES AUGUST 14, 1979

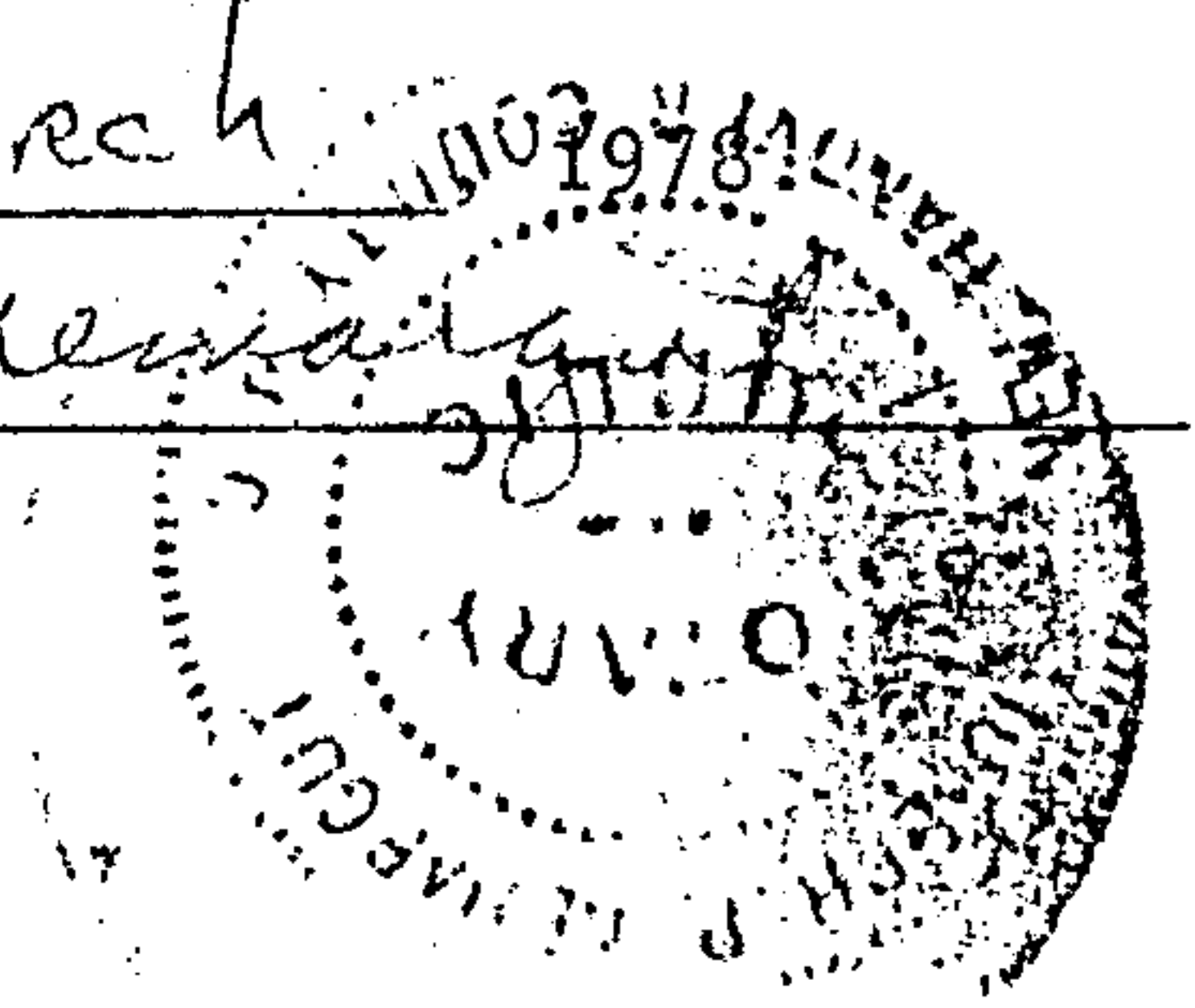


STATE OF NORTH CAROLINA)  
COUNTY OF NEW HANOVER)

I, Joseph P. Nemargut, a Notary Public in and for the said County in said State, hereby certify that Mrs. Linda Vann Hudson and Mr. Wayne Hudson, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that being informed of the contents of this conveyance, they executed the same voluntarily on this date.

Given under my hand this the 4 day of March, 1978.  
Joseph P. Nemargut  
NOTARY PUBLIC

My commission expires:  
MY COMMISSION EXPIRES JULY 25, 1981

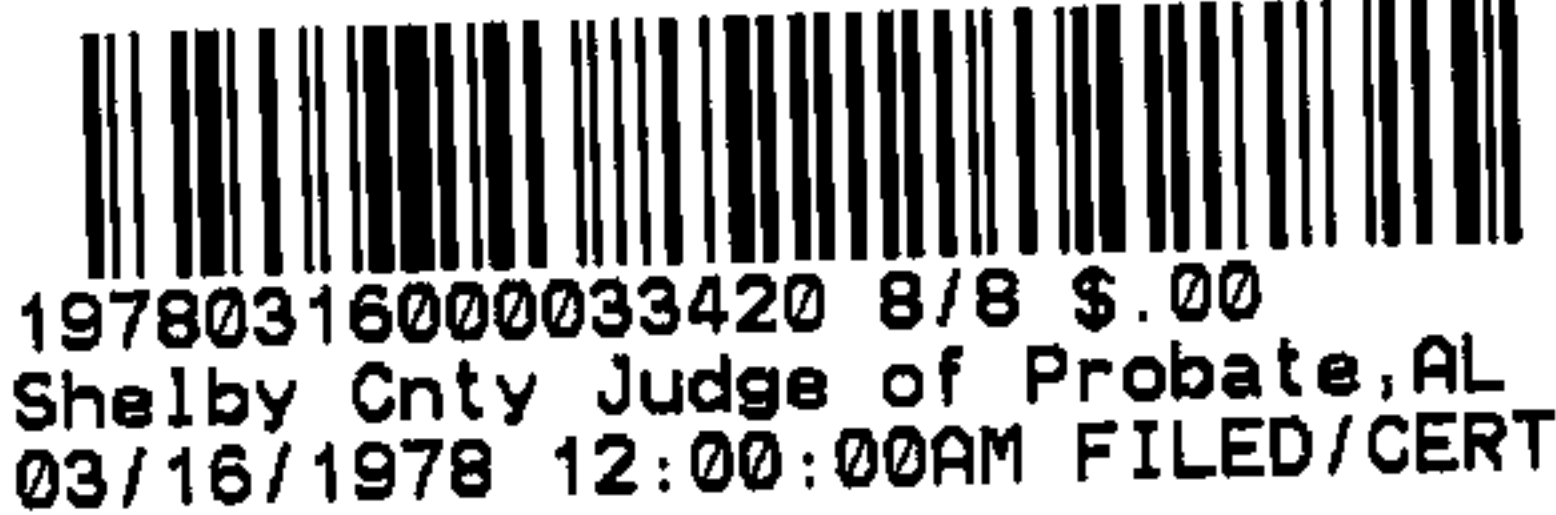
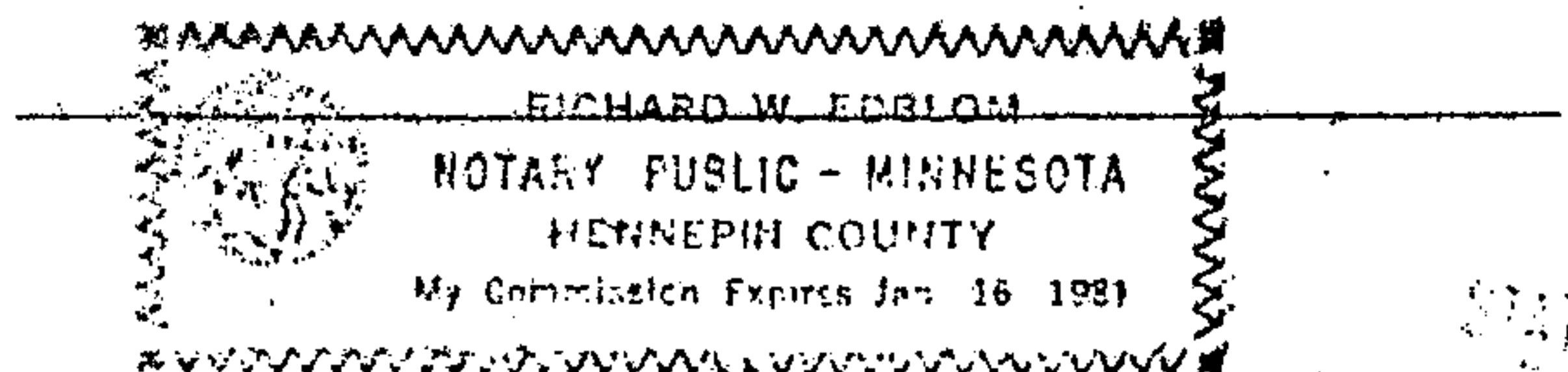


STATE OF MINNESOTA)  
COUNTY OF HENNEPIN)

I, RICHARD W. EDBLOM, a Notary Public in and for the said County in said State, hereby certify that Mrs. Gloria S. Floren and Mr. H. Gerald Floren, wife and husband, whose names are signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of this conveyance, they executed the same voluntarily on this date.

Given under my hand this the 22<sup>nd</sup> day of FEBRUARY, 1978.  
Richard W. Edblom  
NOTARY PUBLIC

My commission expires:



STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
DOCUMENT WAS FILED  
MAR 16 11 59 AM  
JUDGE OF PROBATE  
Rec. 1900  
Ord. 100  
9200