

5552
STATE OF ALABAMA)

JEFFERSON COUNTY)

THIS AGREEMENT made and entered into by and between A. B. BROWN (hereinafter called the Purchaser) and CLIFFORD P. POWELL, and wife, ELSIE G. POWELL (hereinafter called the Sellers) on this the 11 day of October, 1971.

1. Purchaser agrees to purchase and Sellers agree to sell all of the merchantable timber on the area described below.

2. The boundaries of the sale area are as follows:

NE 1/4 of Section 28, Township 20 South, Range 2 East.

NE 1/4 of SE 1/4 of Section 28, Township 20 South, Range 2 East.

SE 1/4 of SE 1/4 of Section 28, Township 20 South, Range 2 East.

South 1/2 of the SW 1/4 of SE 1/4 of Section 28, Township 20 South, Range 2 East.

All of Section 22, Township 20 South, Range 2 East lying west of and above contour line elevation 398 of Coosa River.

All of Section 27, Township 20 South, Range 2 East lying west of and above contour line elevation 398 of Coosa River.

All of Section 34, Township 20 South, Range 2 East, lying North of the Southern Railway right-of-way west of and above contour line elevation 398 of Coosa River.

All of East 1/2 of NE 1/4 of Section 33, lying North of Southern Railway right-of-way and West of and above contour line elevation 398 of Coosa River.

All in Township 20, Range 2 East, containing 465.7 acres and situated in Shelby County, Alabama.

3. This contract includes all merchantable timber located on the hereinabove described real estate.

4. Purchaser agrees to pay the Sellers the sum of Twenty Thousand and no/100 (\$20,000.00) Dollars in advance prior to the entry onto the land and the cutting of any timber.

5. Purchaser agrees to waive all claim to the hereinabove described trees unless they are cut and removed on or before one year from the date of this contract.



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6. Purchaser agrees to do all in his power to prevent and suppress forest fires on or threatening the sale area.

7. Purchaser agrees to protect from unnecessary injury young growth and other trees not designated for cutting.

8. To repair damage caused by logging to ditches, fences, bridges, roads, trails or other improvements damaged beyond ordinary wear and tear.

9. To cut all trees in the designated area and to leave the stumps so that trucks can be driven over them. ~~and to clean up old brush and limbs not used for timber purposes.~~ ⁴⁻³⁻⁷³ _{CP}

10. The parties agree that this agreement is nonassignable in whole or in part without the written consent of the Sellers.

11. Sellers agree to grant the freedom of entry and right-of-way to the Purchaser and his employees on or across the area covered by this Agreement and also other privileges usually extended the purchasers of stumpage which are not specifically covered, provided they do not conflict with specific provisions of this Agreement.

12. The parties hereto recognize that the Sellers have a contract to purchase the following described real estate situated in Shelby County, Alabama, to-wit:

The NE 1/4 of NW 1/4 of Section 28, Township 20 South, Range 2 East.

The Sellers do hereby grant unto the Purchaser an option to cut all merchantable timber on the property described hereinabove as soon as Sellers acquire title to said 40-acre tract, on the same terms and conditions as are set forth herein. The Purchaser agrees to pay to the Sellers in advance, upon Sellers' acquiring title to said 40-acre tract, the sum of Two Thousand and No/100 (\$2,000.00) Dollars for all merchantable timber in said 1/4-1/4 Section.

13. In case of dispute over the terms of this Agreement, we will agree to accept the decision of an arbitration board of three selected persons as final. Each of the contracting parties will

select one person and the two selected will select a third to form this board.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate on this 11 day of October 1971.

WITNESS:

Lance Brasher

A. B. Brown
Purchaser

Jaye D. Woodham

C. J. Howell
Seller

E. Jaye D. Woodham

Elsie H. Powell
Seller

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SHEPHERD A. SHELL CO.
I HEREBY THIS
INSTRUMENT WAS FILED
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CONFIDENTIAL
JUDGE OF PROBATE