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Shelby Cnty Judge of Probate, AL
01/23/1979 12:00:00AM FILED/CERT

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STATE OF ALABAMA)

SHELBY COUNTY)

This timber sales contract is made this the 23rd day of January,
1979, by and between GEORGIA-PACIFIC CORPORATION, a Georgia corporation,
hereinafter known as BUYER, and Thomas S. and Elnora L. Denney of Columbiana, Ala-
bama, hereinafter known as SELLERS.

WITNESSETH that the Sellers, for and in consideration of the sum of
Twenty-eight thousand six hundred and no/100 (\$28,600.00) Dollars ----
in hand paid by Buyer, receipt of which is hereby acknowledged by Sellers, and
other promises and valuable considerations hereinbelow stated, hereby conveys,
contracts, bargains and sells unto the Buyer all selectively marked pine saw-
timber as may be located on approximately 45 net acres of the following described
tract located in Shelby County, Alabama:

All that part of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 14, Township 20,
Range 1 West, lying North and West of Columbiana-Chelsea paved
road.

All that part of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 11, Township 20,
Range 1 West, lying West of Columbiana-Chelsea paved road EX-
CEPT for the North 370 feet of uniform width.

This contract and sale shall be subject to the following conditions
and provisions:

1/ The Sellers warrant that they are the owners of said land and tim-
ber, that they have the perfect right to sell and convey the 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.

2/ The Buyer contracts and agrees to remove said timber or that portion
of said timber he desires to remove within twelve (12) calendar months of the
date of signing this sales agreement: the expiration date of this contract
being either twelve (12) months from date of contract execution or on the comple-
tion date of cutting, whichever date occurs earliest. After the expiration

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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 forfeited to the Seller, along with all other rights of privileges related to the described property.

3/ The Buyer further agrees and contracts to cut and remove the timber in a good and workmanlike manner, per the "Best Management Practices of the Alabama Forestry Commission;" to take particular and reasonable care and precaution in timber felling and logging and use of tree skidders to reserve the residual timber, the young growth, and reproduction; to take all reasonable precautions against destructive logging practices which will 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. 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, pastures, trails, creeks, lakes, or roads 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, pastures, creeks, lakes or roads by pulling them back well within the woods and making immediate repair to same. All tops are to be removed before skidding logs to the loading deck(s). The Buyer shall consider the use of the bucking method of logging instead of full length tree logging. The cutting and removal of the timber shall occur during dry enough soil conditions so as to avoid undue damage to the land. The future home construction site will be handled with special care. The crossing of any fields or excluded areas of the property shall be avoided.

4/ 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 this above described property during their presence on the property. The Buyer shall also accept full and prompt liability for any damage to Sellers occurring as a result of any fire

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which may get out on the Sellers' or any neighbor's property from the use of any kind of fire by the Buyer on the subject property.

5/ 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. In the event such unauthorized cutting or such damage occurs, the Buyer shall pay Sellers an amount equal to three times the value of the stumpage wrongfully cut or removed from the land or wrongfully or needlessly damaged by poor timber cutting or logging practices as liquidated damages for the breach of this contract. For purposes of this contract, the diameter breast height of any wrongfully cut trees shall be taken as the average diameter of such tree at the stump, inside bark, with its scale based upon the Scribner Rule, Form Class 78 for pine and 76 for hardwood using the stumpage value for the pine sawtimber being set at \$549.00/M board feet and all hardwood sawtimber at \$240.00/M board feet, and standing pine pulpwood at \$30.00/ standard cord. Any miscut tree with a stump diameter in excess of 10" and 12" shall be considered as pine or hardwood sawtimber, respectively, and any trees smaller shall be considered as pulpwood. The unit volume of the miscut or unnecessarily damaged sawtimber tree shall be taken from the volume summary tables prepared for this property and attached as estimated to this contract. The unit volume for miscut or unnecessarily damaged pulpwood tree will be taken from the U.S. Forest Service Standard Cord Table. No item(s), kindling stumps, bottles, etc., other than the timber conveyed under this agreement shall be removed from said property.

6/ 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. All operating equipment and machinery shall be removed from the property within ten (10) days following the termination date of this con-

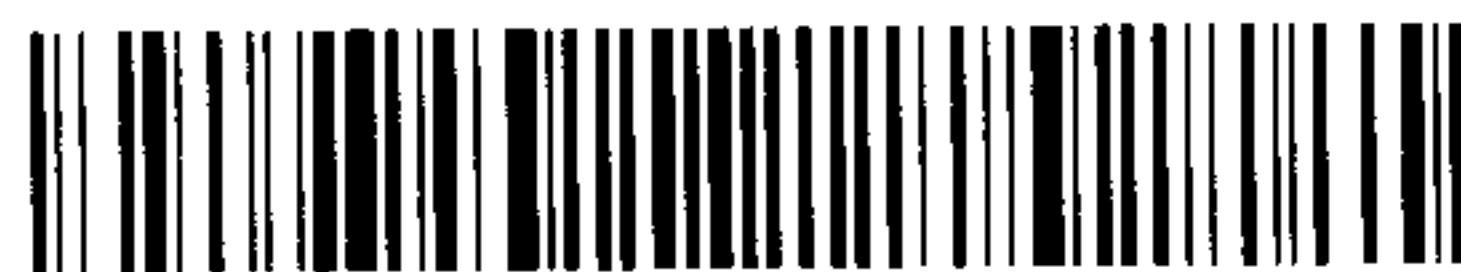
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tract. Seller shall approve the location of the loading deck(s) and the main access roads to and from the deck(s). Buyer agrees to pay for all unmarked trees necessarily removed in establishing the loading area, per the current market value for the type of trees cut. In the event Seller should approve locating the deck(s) inside the pasture, the Buyer agrees to restore the pasture to its original condition using any disking, grading, shaping, smoothing, re-seeding and fertilizing, or aerating of the soil necessary to accomplish the restoration, within ten (10) days following the termination date of this contract.

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7/ 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, employee, assignee, or sub-contractor. The Buyer of the timber who enters on the Sellers' property shall be obligated to protect and save the Sellers harmless from any and all liability, to any and all persons, arising out of the cutting and removal of the timber, and to pay or have paid all timber taxes, wages, workmen's compensation claims or other claims imposed on them by reasons of the Buyer's operation under this agreement.

8/ The Buyer further agrees to notify the Sellers when their operation shall commence on said property and when it is completed. The Seller reserves the right of checking cutting operations at any time to determine whether or not the provisions of this agreement are being carried out.

9/ 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 Mr. Steve Holland, registered forester, 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 registered forester or the owner, shall be a condition or basis for the modification of the written conveyance.



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

12/ If there is an unsettled disagreement between Seller and Buyer, a mutually agreeable consulting or registered forester will arbitrate the dispute; the cost and expense of which will be shared equally between Seller and Buyer.

13/ Resource Management Services, Inc. of Birmingham, Alabama will act as arbitrator between Seller and Buyer.

WITNESSETH:

BUYER _____

Nancy K. Farmer SELLER Thomas S. Denney

Nancy K. Farmer SELLER Elnora L. Denney

State of Alabama
Shelby County

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas S. Denney and wife, Elnora L. Denney, 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 the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of January, 1979.

Sarah Cannady
Notary Public



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Class on the W. S. Denney Tract
9/25/78

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STATE OF ALABAMA
COUNTY OF TALLADEGA
FILED

Thomas C. Inman, Jr.
JUDGE OF PROBATE

Debit	29.00
Rec.	9.00
Diff.	100

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