

STATE OF ALABAMA

COUNTY OF SHELBY

19800227000023510 Pg 1/7 .00
Shelby Cnty Judge of Probate, AL
02/27/1980 00:00:00 FILED/CERTIFIED

This timber sales contract is made this the 8th day of February, 1980, by and between Georgia-Pacific Corporation, doing business in Talladega, Alabama hereinafter known as BUYER, and The Water Works Board of The City of Birmingham, hereinafter known as SELLER.

WITNESSETH that the Seller, for and in consideration of the sum of NINETY THREE THOUSAND, ONE HUNDRED AND 00/100 DOLLARS (\$93,100.00) in hand paid by Buyer, receipt of which is hereby acknowledged by Seller, and other promises and valuable considerations hereinbelow stated, hereby convey, contract, bargain, and sell unto the Buyer all of the blue painted selectively marked pine sawtimber trees as may be located on approximately 162 net acres of The Birmingham Water Works property as per the attached plat and more particularly described as follows:

Three irregularly shaped areas situated within parts of the following:

Section 15: SW diagonal half of NW 1/4 of SW 1/4 and the SW 1/4 of SW 1/4; Section 16: SE 1/4 southeasterly from Cahaba Valley Road; Section 21: N 1/2 of NE 1/4 southeasterly from Cahaba Valley Road, W 1/2 of SE 1/4, and NE 1/4 of SW 1/4; Section 22: NW 1/4 of NW 1/4; and Section 28: a fractional part of the NW 1/4. All of the above being situated within Township 18 South, Range 1 West, Shelby County, Alabama.

1/ The Seller warrants that it owns the said land and timber, that it has the perfect right to sell and convey the selectively marked timber from said land, and that it 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 Seller further warrants that it has duly conferred upon the Resource Management Service, Inc. the authority to act as its Agent in the negotiation of the sale, to collect all stumpage payments in its 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 that have been marked at breast height and at the stump with blue paint by foresters of Resource Management Service, Inc. leaving all other trees that have not been marked and/or conveyed herein.

3/ The Buyer contracts and agrees to remove said timber or that portion of said timber he desires to remove by January 1, 1981, the expiration date of this contract being either January 1, 1981 or on the completion date of cutting, whichever ever 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

Georgia Pacific Corp
Forestry Dept.
P.O. Box 35

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any portion of the above consideration paid for such timber shall be surrendered as liquidated damages for the breach of said contract.

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 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. In addition, the Buyer shall avoid felling or dropping trees or tops into any fences, fields, trails, roads, creeks, lakes 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, lakes or pastures by pulling them back well within the woods.

5/ 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 Seller occurring as a result of any fire resulting from Buyer's logging activity which may get out on the Seller's or any neighbor's property from the use of any kind of fire on the subject property.

6/ The Buyer further agrees and contracts not to cut or remove or needlessly damage any other trees than the above described selectively marked timber herein being conveyed by this instrument. Should this portion of the contract be broken, the Seller or its 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 amount equal to twice the value of 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 of such tree at the stump, inside bark, shall be scaled by the Scribner Scale, Form Class 80 for pine and 76 for hardwood; using "Tables for Estimating Board-Foot Volume of Timber" by Mesavage and Girard, U. S. D. A., Forest Service, the stumpage value for the pine sawtimber being set at \$163/M board feet, and hardwood sawtimber at \$40/M board feet,

and standing pine and hardwood pulpwood at \$8 and \$3/standard cord, respectively. Any miscut tree with a stump diameter in excess of 10 and 12 inches shall be considered as pine or hardwood sawtimber, respectively, and any tree smaller shall be considered as pulpwood. The unit volume of the miscut or unnecessarily damaged pine sawtimber trees shall be taken from the selectively marked inventory stand tables recently prepared for this sale and attached as estimates to this contract.

7/ The Seller contracts and agrees 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 termination 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.

8/ 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 Seller for all the actions of any contracting third party, employee, assignee, or sub-contractor. He further contracts and agrees to assume all liability for and shall indemnify the Seller 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.

9/ The Seller designates and the Buyer accepts the Resource Management Service, Inc. as the Agent of the Seller 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.

10/ It is mutually agreed that the Seller 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 Seller 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.

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

12/ Major haul roads and skid trails shall be made and shall be regraded and repaired as needed during the logging operations and at the conclusion of logging operations in such a manner that water flows into the general woodlands instead of being allowed to accumulate or to wash rapidly along the woods roads and skid trails causing substantial ruts and soil erosion .

WITNESSETH:

W. Robert

SELLER: The Water Works Board of
The City of Birmingham
BY: *C. D. Colee*
C. D. Colee, Its General Manager

BUYER: Georgia-Pacific Corporation
BY: *Jack R. Graham*
Jack R. Graham, Timber Manager

STATE OF ALABAMA)
TALLADEGA COUNTY)

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 6 day of February, A. D., 1980.

My commission expires: 3-14-81
Connie G. Lilliland

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STATE OF ALABAMA)

JEFFERSON COUNTY)

Personally appeared before the undersigned, a Notary Public in and for said County and State, the within C. D. Colee who acknowledged himself to be General Manager of The Water Works Board of The City of Birmingham, a corporation, and that he, as such 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 9th day of February, A. D., 1980.

My commission expires:

April 12, 1983

Barth B. Shelby



\$7.50.

\$4.75.

\$1.50.

\$5.00.

\$1.380.

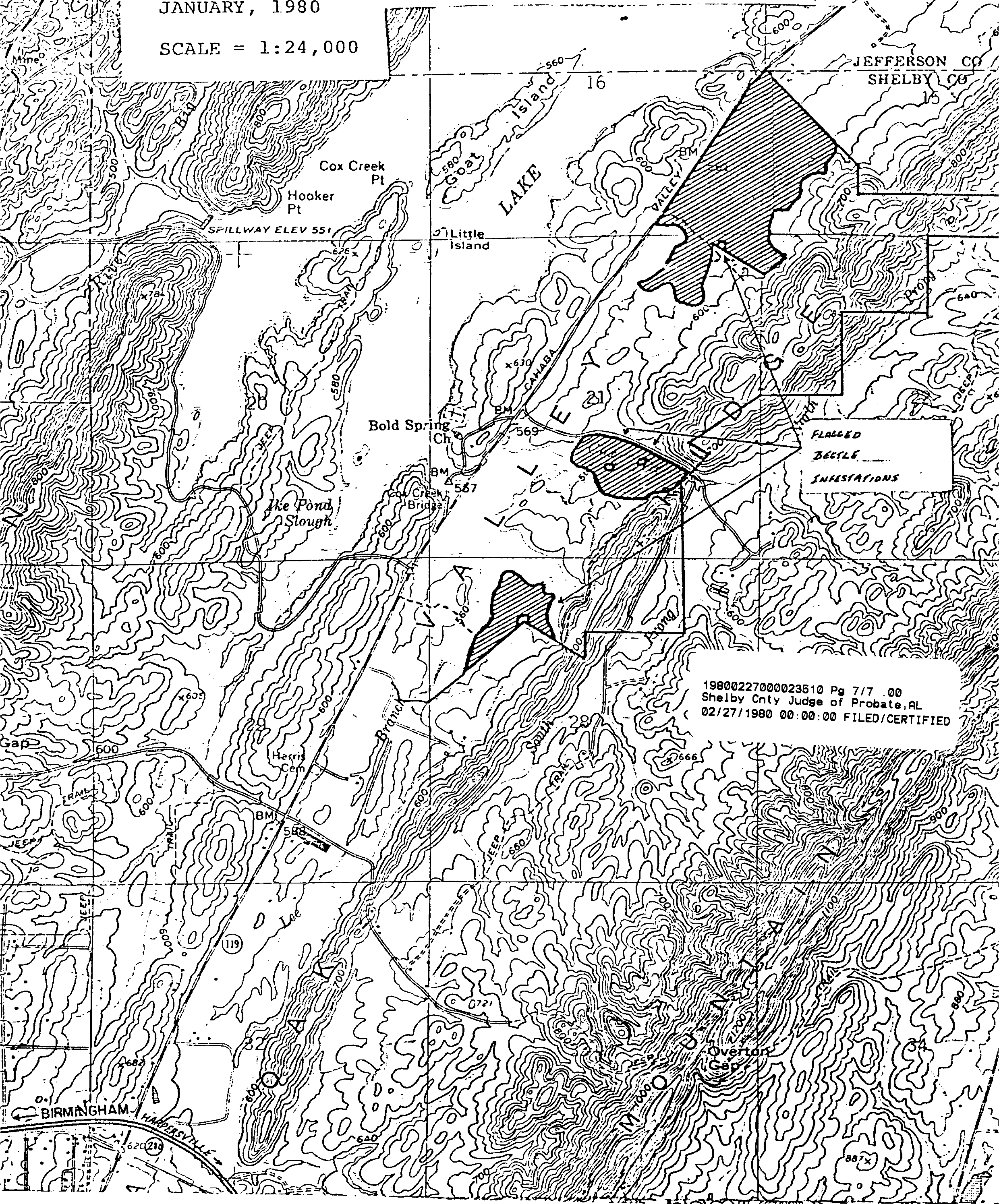
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STOCK & STAND TABLE
 SELECTIVELY MARKED PINE SAWTIMBER SALE
 THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM
 APPROXIMATELY 162 NET SALE ACRES
 SECTION 15,16,21,22 & 28, T 18 S, R 1 W, SHELBY COUNTY, ALABAMA
 JANUARY, 1980

<u>DBH</u>	<u># TREES</u>	<u>VOLUME - SCRIBNER SCALE, F.C. 80</u>
10	122	5.433, MBF
12	340	39.322, "
14	394	60.911, "
16	353	84.593, "
18	311	105.043, "
20	256	112.261, "
22	120	67.520, "
24	63	44.512, "
26	32	26.052, "
28	16	15.813, "
30	1	1.306, "
32	3	4.561, "
34	2	2.925, "
TOTAL	2,013	570.252, MBF

TIMBER SALE PLAT
BIRMINGHAM WATER WORKS - LAKE PURDY
162 NET ACRES; TWP. 18S, R 1 W, SHELBY COUNTY, ALABAMA
JANUARY, 1980

SCALE = 1:24,000



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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1980 FEB 27 PM 2:00

Thomas A. Saunders, Jr.
JUDGE OF PROBATE

Rec'd 93.50
Rec. 10.50
Ind. 1.00

105.00