

STATE OF ALABAMA )

COUNTY OF SHELBY )

1372

THIS INDENTURE, made this 25<sup>TH</sup> day of March, 1986,

between SHELBY SPRINGS STOCK FARMS, INC., an Alabama corporation, hereinafter called Seller, and UNION CAMP CORPORATION, a Virginia corporation, authorized to do business in Alabama, hereinafter called Buyer,

WITNESSETH:

That Seller for and in consideration of the sum of TEN DOLLARS (\$10.00) and OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto BUYER all of the following described property, rights and privileges:

All of the following described timber and trees, including saplings and tops suitable for pulpwood purposes, to-wit:

All trees and timber marked with blue paint.

The above described timber and trees are standing, growing on the following described land, to-wit:

That part of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 5, Township 22 South, Range 1 West lying NW of the power line and Southwest of Camp Branch; that part of the SE $\frac{1}{4}$  of Section 6, Township 22 South, Range 1 West lying South of Alabama Highway No. 25, Northwest of the power line, and Southwest of Camp Branch and which is designated in the Marked Timber Sale Area as shown on the map which is attached hereto as Exhibit "A"; and that part of the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  and E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 7, Township 22 South, Range 1 West lying Northeast of the road from Shelby Springs to Shelby and Northwest of the power line and which is designated in the Marked Timber Sale Area as shown on the map which is attached hereto as Exhibit "A".

Also the right of ingress and egress over said lands and any adjacent lands of Seller for the purpose of cutting and removing said trees and timber, which rights may also be exercised by Buyer's independent contractors, their servants, agents and workers in, through, over and upon the said lands; also the privilege of adequate roads and rights of way as may be needed and the right to use and improve existing roads upon the lands described herein and, where necessary, to construct haul roads; also the right to go upon said lands with men, cars, trucks

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and other vehicles for the purpose of cutting, harvesting, logging and sawing the trees and timber and removing therefrom the trees and timber; to stack and pile logs thereon, and all other logging rights and privileges usually given and not hereinabove mentioned.

It is expressly agreed between the parties that this conveyance and sale is subject to the following terms and conditions:

1. The Seller warrants that he is the owner of the said land and timber, that he has the perfect right to sell and convey the selectively marked timber from said land, and that he 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 he has duly conferred upon the Resource Management Service, Inc., the authority to act as his Agent in the negotiation of the sale, to collect all stumpage payments in his 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 February 28, 1987, the expiration date of this contract being either February 28, 1987, 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.

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

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removal of the timber. Rubber-tired skidders may be used, but skid trails and loading decks should be kept to a minimum and unnecessary damage to reproduction and residual unmarked trees avoided. In addition, the Buyer shall avoid felling or dropping trees or tops into any fences, fields, trails, roads, creeks, or pastures on the Seller's 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 fences shall be repaired. Ruts caused by logging equipment must be filled and regraded.

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 of 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, 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 his 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 78 for pine and Doyle Scale, Form Class 76 for hardwood; using "Tables for Estimating Board-Foot Volume of Timber" by Mesavage and Girard, U.S.D.A., Forest Service, the

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stumpage value for the pine sawtimber being set at \$170/M board feet, and hardwood sawtimber at \$60/M board feet, and standing pine and hardwood pulpwood at \$18 and \$5/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 sawtimber trees shall be taken from the selectively marked inventory stand tables recently prepared for this sale and attached as estimates to this contract.

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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 in the timbered area for the purpose of removing said conveyed timber only as long as the existing woods roads or woods trails, or field edge roads 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. Crossing of the fields is prohibited. 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 subcontractor. 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 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 subcontractor 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 weeks' time.

TO HAVE AND TO HOLD the said bargained trees, timber and pulpwood rights to Buyer as above set out; and the title to the said property and the privileges the said Seller will warrant and defend against the lawful claims of all persons whomsoever.

All agreements, covenants, duties, rights, privileges, and powers herein made, imposed, granted or mentioned, which are binding upon or applicable to either or both of the parties hereto, shall also be binding upon and applicable to the heirs, legal representatives, successors and assigns of such party or parties.

IN WITNESS WHEREOF the parties have executed and delivered these presents, the day and year first above written.

SHELBY SPRINGS STOCK FARMS, INC.

By: 

President

UNION CAMP CORPORATION

By: 

Operations Manager  
Alabama Region

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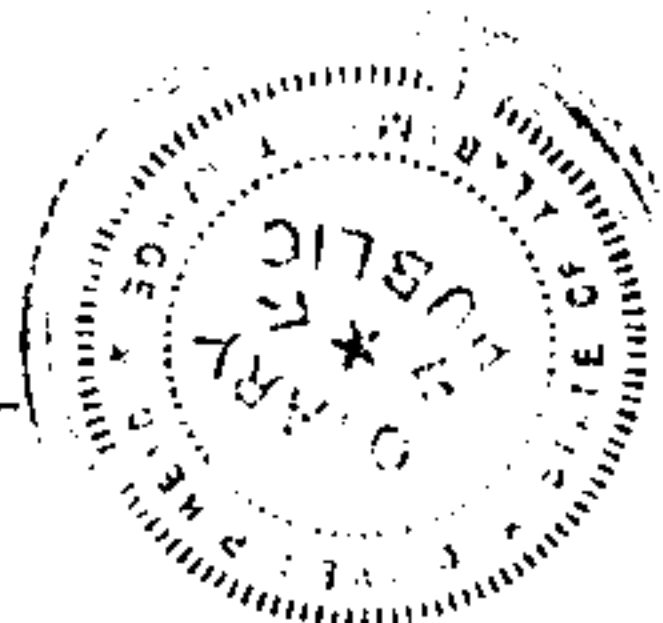
STATE OF ALABAMA )

COUNTY OF Shelby )

I, Oliver P. Head, a Notary Public in and for said County, in said state, hereby certify that Howard Hall, whose name as President of Shelby Springs Stock Farms, Inc., a corporation, is signed to the foregoing timber deed, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, as such official and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 25<sup>th</sup> day of March, 1986.

Oliver P. Head  
Notary Public



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STATE OF ALABAMA )

COUNTY OF AUTAUGA )

I, Jane K. Jerny, a Notary Public in and for said County, in said State, hereby certify that S. P. Killian, III, whose name as Operations Manager, Alabama Region, Union Camp Corporation, a corporation, is signed to the foregoing timber deed, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, as such official and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 14<sup>th</sup> day of March, 1986.

Jane K. Jerny  
Notary Public



Exhibit "A"

HOWARD HALL TIMBER SALE  
122 ACRES  
SHELBY COUNTY, ALABAMA  
TOWNSHIP 22 SOUTH, RANGE 1 WEST, SECTIONS 6, 5 & 7  
SCALE: 4" = 1 MILE

