

778

\$21,900.00
Amount of Consideration

February 5, 1987

STATE OF ALABAMA

SHELBY COUNTY

TIMBER SALE BY
LEWIS H. BURDETTE AND ANNETTE N. BURDETTE

CONTRACT AND DEED FOR SALE OF TIMBER

KNOW ALL MEN BY THESE PRESENTS, that for in the consideration of the sum of twenty-one thousand nine hundred dollars (\$21,900) to Lewis H. Burdette and Annette N. Burdette, hereinafter called landowners, in hand paid by Jerry Sneed, hereinafter called contractor, the receipt whereof is hereby acknowledged, the said landowner grants, sells, bargains, and conveys to the contractor the right and privilege to cut all timber NOT MARKED with BLUE tree marking paint, and this contract will be a deed to the following described area of Lewis H. Burdette and Annette N. Burdette, lands in Shelby County, Alabama. Lewis H. Burdett is the owner of said timber and property and that there are no liens or claims against this property.

80 acres more or less, of land located in the East 1/2 of the Southeast 1/4 of Section 12, Township 20 South, Range 2 West in Shelby County, Alabama.

The right and privilege to cut and remove said timber is granted under the following terms, conditions and stipulations:

1. All trees to be LEFT on the aforesaid 80 acres, more or less, have been marked with an BLUE paint streak or spot at approximately eye level. Sale area boundary trees have a blue and orange painted line and a flagged survey line. Contractor specifically understands and agrees that should he, his agents, or subcontractors cut any MARKED tree, he agrees to pay as liquidated damages therefor the sum of Seventy-five and no/100 (\$75) Dollars for each marked tree so cut.

2. Contractor shall have twelve (12) months from the date of this contract in which to cut and remove said timber, and at the expiration of said twelve months period, Contractor may purchase a six month extension by paying an additional five percent (5%) of the original stumpage price, after contract date and any extensions have expired Contractor will remove all equipment from the premises.

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BOOK 174 PAGE 982

3. Contractor shall avoid damages to any fences and other facilities on the property and shall cut only such logging roads as are necessary for the removal of the timber. And further, that it will take every precaution to prevent any fires on the premises and in the event a fire does occur, will make every effort to suppress same.

4. In the interest of erosion control and water quality, no hardwood timber shall be removed from a twenty (20) foot buffer strip either side of three major bottoms that occur on the site.

5. In the interest of aesthetics, the Contractor will remove all litter associated with the harvest operation, such as lunch bags and cans, and other litter.

6. All cutting operations of Contractor shall be under the supervision of Woodland Services Company, agent for Lewis Burdett, landowner, and shall have full authority to require Contractor to change his cutting operations or procedure when such operation or procedure is unnecessarily damaging Lewis Burdett's land, remaining timber, facilities or surrounding private land holdings.

7. Contractor is to remove the described timber only and is not an employee and therefore the landowner is not liable for any accidents, injuries, or deaths incurred by the contractor or anyone he employs to remove said timber while working on this property.

8. Contractor shall leave no stumps more than six (6) inches in height unless the cutting of same to such a height is impractical.

9. Any other agreement may be added on to this contract in writing if both parties are agreeable and will be enforceable.

IN WITNESS THEREOF, the parties to this agreement have caused same to be executed on this the 5th day of February, 1988.

APPROVED:

BY:

Annette N. Burdette
ANNETTE N. BURDETTE,
Lewis H. Burdette
LEWIS H. BURDETTE,
LANDOWNERS

BY:

Daryl S. Lawson
DARYL S. LAWSON,
REGISTERED FORESTER
WOODLAND SERVICES COMPANY, INC.

BY:

Jerry Sneed
JERRY SNEED
CONTRACTOR
H & H LOGGING, INC.

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 MAR -9 PH 6:32

Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

1. Deed Tax \$
2. Mtg Tax
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 6.00

BOOK 174 PAGE 983