

TIMBER SALE AGREEMENT

CASE# 113-92-052 M

TD# 59-18

EXP: 4-30-93

CCT#

PTI

STATE OF ALABAMA

COUNTY OF SHELBY

This agreement, made and entered into the 29th day of APRIL, 1992, by and between Ruth L. Gordon, (hereinafter called SELLER) and International Paper Company (hereinafter called BUYER).

WITNESSETH:

1. The SELLER herein conveys to the BUYER the following described timber and trees:

All merchantable pine trees except loblolly pine, sapling-size trees.

2. The timber herein conveyed is located on the following described land in SHELBY County, Alabama:

Sec. 7, T21S, R1W - Portion of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ lying north and east of Wolf Creek.

Sec. 8, T21S, R1W - Portion of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying south and east of an orange painted line, and the portion of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ lying north and east of an orange painted line and south of County highway 34.

3. The BUYER has paid the SELLER \$87,087.23 on the execution of this agreement for the timber herein conveyed, and has deposited \$8,708.32 to insure contract performance which will be refunded.

4. The SELLER gives and grants unto the BUYER the right to enter said above described lands and to cut and remove therefrom said designated timber on said lands.

5. The BUYER agrees to cut said timber in a workmanlike manner in accordance with good forestry practices. The BUYER further agrees to the following conditions:

a. No boundary trees will be cut, no tops or limbs will be left across the boundary or in Wolf Creek.

b. Skid trails will be water barred where erosion is likely.

c. Litter and trash resulting from harvest operations will be removed from SELLER's property.

d. Trees will be topped and limbed and felled and skidding will be done in such a way as to prevent excessive damage to residual trees.

6. It is distinctly understood and agreed that the SELLER has no right and retains no right with the regard to the details of the work, personnel of the workers or the hours of work, or any conditions of the employment of those employed or used by the BUYER, in the performance of this work.

05/08/1992-7696
10:05 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE HCD 97.00

7. The rights herein granted shall become effective on the 30th day of APRIL, 19 92, and shall terminate as soon as the designated timber is cut and removed, or on the 30th day of APRIL, 19 93, whichever is the earlier.

8. The SELLER expressly covenants and agrees to and with the BUYER that SELLER is lawfully seized in fee simple of the timber and/or trees hereinabove described and conveyed; that the same is free from any and all liens, mortgages and encumbrances; that the SELLER has a good and perfect right to sell and convey the same as aforesaid, and that the SELLER does and will, and his executors and administrators shall, forever warrant and defend the title to said timber and/or trees, and the possession thereof, unto the BUYER, its successors and assigns, against the lawful claim or claims of any and all persons whomsdever.

IN WITNESS WHEREOF, the SELLER and BUYER have hereunto set their hands and seals, this the 29th day of APRIL, 19 92.

WITNESS:

David W. Stone

SELLER:

Ruth L. Gordon
Ruth L. Gordon

WITNESS:

David W. Stone

BUYER:

INTERNATIONAL PAPER COMPANY

John Moore
Agent

05/08/1992-7696
10:05 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 97.00