

## TIMBER SALE CONTRACT

STATE OF ALABAMA  
COUNTY OF SHELBY

This agreement and conditional license, made and entered into on this 15th day of November, 1995, by and between Eugene D. Lacey, Julia L. Jarnigan, Mary A. Hoyle, William Paul Lacey, and Sarah Seifert, Guardian of Madge Seifert, a non compos mentis, as grantor, of the one part, and Alabama Forest Products, Inc., as grantee, of the other part.

### WITNESSETH

That for and in consideration of the payment by the grantee to the grantor of the sum of \$12,000.00 (Twelve thousand Dollars), upon execution of this instrument, the receipt of which is hereby acknowledged by the grantor, and the further consideration of the mutual promises and agreements herein contained, the parties agree as follows:

The grantor hereunder sells to the grantee the following described timber:

All Pine trees.

All Hardwood trees with a 14" stump diameter and greater.

All timber sold under this contract is located on the following described property:

Approximately 10 acres located in the NE1/4 of the SW1/4 of the SW1/4 of Section 5, T19S, R1W

Also identified at the Shelby Co. Tax Assessors Office as Parcel # 58-09-03-05-02-01.02

### THE GRANTOR AGREES:

1. The grantor hereby grants to the grantee the necessary right of ingress and egress for the cutting and removing of said timber.
2. The grantee shall have 365 days from and after the date of this agreement to complete the felling and removal of said timber.
3. To have and to hold to said grantee, his heirs and assigns. And I (we) do for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, his heirs and assigns, that I am (we are) lawful seized in fee simple of said premises; that they are free from all encumbrances; that I (we) will, and my (our) heirs, executors and administrators shall warrant, defend, and protect the same to the said grantee, his heirs and assigns, against lawful claims of all persons.

### THE GRANTEE AGREES:

1. To cut only the trees specified in the contract.
2. To keep any and all roads used for the carrying out of this contract, upon the property of the grantor, in a passable condition.
3. To leave all streams free of tops, limbs, and other logging debris.
4. To prevent damage to fences, power lines, telephone lines and other improvements; and to repair such damage if caused by the operations of the grantee.
5. To be especially careful of forest fires and to take precautions to prevent same.

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6. The grantor shall not be held liable for any claim for damages which may accrue on account of the cutting and removing of said timber and the grantee shall indemnify, protect and save harmless the grantor from all loss damage, cost, or expense which the grantor may sustain on account of claims by others for damages, whether for personal injury or property damage or otherwise, resulting from or arising out of the cutting and removing of said timber.

Eugene D. Lacey  
Eugene D. Lacey

Julia L. Jarnigan  
Julia L. Jarnigan

Mary L. Hoyle  
Mary L. Hoyle

William P. Lacey  
William P. Lacey

Sarah Seifert  
Sarah Seifert for Madge L. Seifert

NOTARIES:

Anne Shirley - Ex 10-15-97 - Date - 11-17-95

Anna Alucron - Notary - 2-14-97

Sarah Seifert

Evelyn H. Walker (for Mary L. Hoyle)

Evelyn H. Walker, Notary - Commission expires 8-30-97

Marlene Jarnigan

Marlene Jarnigan, Notary - Commission expires 11-21-95

STATE OF FLORIDA

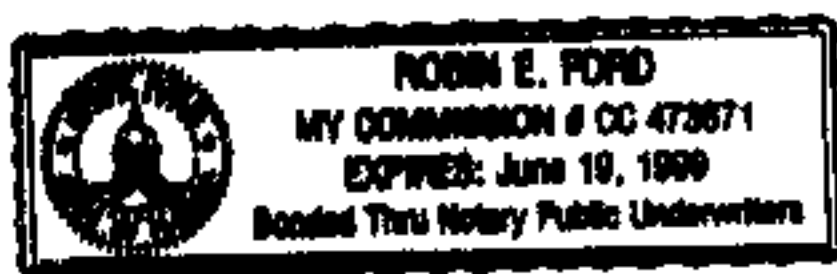
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this

13 day of November, 1995, by William P. Lacey

who is personally known to me or who has produced

FED L200 935 14015-0 as identification.



Robin E. Ford

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