

TIMBER SALE CONTRACT

STATE OF: Alabama COUNTY OF: Shelby

THIS AGREEMENT made and entered into this 16th day of April 1996, by and between Virginia Ruth L. Young, Jane Janelle L. Rhodes, Linda Sue L. Vise, Donna Kay Ali, & James M. Lee, Jr., hereinafter called SELLER, and Centreville Lumber Company, hereinafter called BUYER.

WITNESSETH:

THAT, in consideration of the sum of One Dollar in hand paid to SELLER and the further sums herein agreed to be paid, and in consideration of the covenants, agreements and undertakings of the respective parties herein set forth, the parties hereto agree and contract as follows:

1.

SELLER does hereby grant, bargain, sell and convey unto BUYER, its successors and assigns, all of the Pine and Hardwood trees, or any portion thereof, merchantable for any commercial purpose (including dead and down trees as well as trees which may hereinafter grow or which are now growing) which, ~~at the time of cutting, shall measure _____ inches and upward in diameter (outside bark measurement) at a height of _____ inches above ground level, now standing or growing on the~~ following described real estate, to wit:

Southeast 1/4 of the Northwest 1/4 of Section 21, Township 24 North, Range 15 East, Shelby County, Alabama.

Inst # 1996-18664

06/07/1996-18664
03:55 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 114.00

2.

The consideration paid for this timber purchase contract and the trees to be cut thereunder is One hundred thousand twenty-eight and 56/100's Dollars, the sufficiency and receipt of which is hereby acknowledged by SELLER.

3.

The cutting term of this contract shall be the period of 18 Months commencing on the 16th day of April 1996.

4.

During the cutting term, BUYER shall have, and is hereby granted the right, from time to time, to cut, remove, sell, use and/or otherwise dispose of all of the trees and timber hereinbefore described which shall be standing, growing or situated on said lands; and title to the same shall pass to BUYER, its successors or assigns, as the same is severed from the land. However, BUYER shall have no obligation to cut or remove any or all of the trees from said lands or otherwise clear said lands.

5.

BUYER, its successors and assigns, shall have the right of ingress and egress, and shall have the right to move machinery and equipment of every kind upon said property for the purpose of manufacturing said trees into lumber or other wood products, and shall have the right to remove the same and any previously cut and severed trees from said property within sixty (60) days after the right to cut and sever said trees has hereunder terminated.

BUYER shall have the further right to use the road to, from and within said property and to construct roads sufficient to cut and remove the trees off this tract or adjoining tracts. If fences are broken down or opened in the process of removing the trees the fences will be repaired.

Will pick up

Inst # 1996-18664

6.

SELLER hereby warrants (and, if more than one, Sellers jointly and severally warrant) that SELLER has good and merchantable fee simple title to the said lands and to all trees and timber standing or situate thereon; that SELLER has the legal right and authority to sell said trees and timber, to make this contract, and to grant and extend to BUYER all of the rights, privileges and authority herein sought to be granted or extended. SELLER covenants and agrees to save harmless and keep indemnified the BUYER, its successors and assigns, against any and all losses, costs, damages, adverse claims, tort claims, judgments, decrees and expenses which BUYER, its successors or assigns, may or shall suffer, incur, sustain or be subjected to by reason of any want or failure of, or defect in, or encumbrance upon any title, right, privilege or authority above warranted, or by reason of any occurrence or event upon the lands of SELLER resulting in injury or death of any person (other than an employee of BUYER) or resulting in any damage to or destruction to property of another unless caused solely by the negligence or wrongful act of the BUYER, its successors or assigns.

It is further understood and agreed that SELLER shall pay all ad valorem taxes upon the real estate and trees described herein.

7.

Neither SELLER nor BUYER shall be responsible for nonperformance or delay due to strike, lockout, riot, war, act of the public enemy, act of God or other causes (whether or not of a similar nature) beyond the reasonable control of the party. The terms of this contract shall be extended for an equivalent period of time as the performance of the party is excused; and, without limiting the foregoing, it is specifically agreed that should weather conditions be such as to prevent cutting operations after cutting operations have once commenced, then this contract shall be extended by the number of days equal to the number of days of impractical cutting operations after practical cutting operations have once recommenced by BUYER. BUYER is to be the sole judge as to what is to be considered impractical cutting operations due to weather and shall notify SELLER in writing of its decision when made. The final termination date of this contract shall be extended by the total number of days during which cutting operations were suspended under the aforementioned provisions.

8.

Any notice contemplated by this contract shall be deemed effectively given when mailed by U. S. registered or certified mail, with the required postage prepaid, addressed as follows:

If to SELLER, addressed to:

If to BUYER, addressed to:

*Centreville Lumber Company
P.O. Box 218
Centreville, Alabama 35042*

or to such other address or addresses as the party to be notified may hereafter specify by written notice to the other party.

9.

This contract shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and assigns of the respective parties hereto, and shall be binding upon the successors in title to the said lands and/or to the timber thereon.

10.

SPECIAL PROVISIONS:

- 1.) Buyer agrees to follow Alabama's Best Management Practices for Forestry by minimizing rutting from heavy equipment, stabilizing roads, loading areas, and skid trails after logging is completed.

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

Signed, sealed and delivered
in the presence of:

witness Janet Killingsworth

Notary Public

Signed, sealed and delivered
in the presence of:

Orinda Hamme
Notary Public

SELLER:

Janet L. Rhodes
Virginia Ruth L. Young
Virginia Ruth L. Young

SELLER: Jane Tanelle L. Rhodes

Linda Sue L. Vise
SELLER: Linda Sue L. Vise

SELLER: Tonna Kay Ali

SELLER: James M. Lee, Jr.

BUYER:

Earl Filling
Centerville Lumber Company

Inst # 1996-18664

06/07/1996-18664
03:55 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 114.00