

SHELBY COUNTY  
STATE OF ALABAMA

This contract made and entered into this 21 day of September, 2000, between Theron and Jane Cox, whose address is 369 County Road 730, Clanton, AL 35046, and Teresa and Kyle Kirkwood, whose address is 4725 Overwood Circle, Birmingham, AL 35222, hereinafter termed SELLERS, and Lomax Pulpwood, whose address is 4030 7<sup>th</sup> Street North, Clanton, AL 35045, hereinafter termed PURCHASER, witnesseth:

A. The SELLER has hereby sold to the PURCHASER the timber described below:

**TRACT FOUR:** All merchantable timber bounded by orange flagging and yellow paint, totaling approximately 120.0 acres, located in the south one-half of the northeast one-quarter and the southeast one-quarter of the northwest one-quarter, all in Section 17, Township 24 North, Range 15 East, in Shelby County, Alabama.

B. The SELLER warrants and guarantees the title and the rights herein granted to the PURCHASER, and agrees to defend said title and rights against any and all claims, taxes, mortgages, or any other legitimate encumbrance, and from any hostile title at their expense.

C. The PURCHASER has hereby paid to the SELLER the sum of \$ 159,800<sup>00</sup>, as the purchase price of the timber herewith sold on the area of land described, and this cash payment with the covenants and agreements of the PURCHASER which are contained herein, are the consideration for the execution of this conveyance by the SELLER.

D. Said timber is sold subject to the following conditions and agreements which are a part of this conveyance:

1. Unless written extension of time is granted, all timber conveyed by this contract shall be cut and removed from the above described land area before March 21, 2002, which is eighteen (18) months following the closing of this contract. After this date, the title to the standing timber on the above described land area shall revert to the SELLER and all rights and privileges herein granted to the PURCHASER shall terminate.
2. The SELLER's representative, Douglass W. McConnell II, shall be notified at least five (5) working days prior to the beginning of logging operations. Periodic inspections of the operations will be made by said representative. Results of these inspections will be recorded and reports submitted to the PURCHASER and the SELLER.
3. PURCHASER shall keep all harvest activities within the boundaries of the sale areas. No material is to be felled across the sale boundaries. Any trees felled outside the sale areas shall promptly be pulled back into the harvest area by PURCHASER.
4. In the event trees are cut that are not designated to be cut, PURCHASER shall pay three times the determined stumpage value of said trees, plus the reasonable costs incurred in determining the illegally cut volumes.

FOREST OWNER SERVICES

10/26/2000-37202  
1 10:49 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 MMB 18.00

9/16/00

Inst # 2000-37202

0

5. PURCHASER shall ensure that all harvest activities comply with Alabama's Best Management Practices. SELLER and SELLER's representative reserve the right to halt harvest activities in the event that conditions require prevention of excessive rutting and soil erosion or displacement.
  6. PURCHASER agrees to maintain fences along tract boundaries. If said fence is damaged, it shall be repaired promptly to a condition at least as good as prior to harvest activities.
  7. PURCHASER shall use all reasonable precautions to prevent fires on said lands, and to prevent the spreading of any fires that may occur thereon. In the event a fire burns on lands covered by this contract, PURCHASER agrees to promptly notify the Alabama Forestry Commission (1 800 492 3711) and SELLER's representative (256 377 2656) of such fire, if possible, and to have its employees, agents, or assignees who might be carrying on operations on these lands, control or assist in controlling said fires.
  8. PURCHASER shall be obligated to protect and save the SELLER harmless from any and all liability, to any and all persons, arising out of the cutting and removing of the timber by the PURCHASER thereof. This is to include PURCHASER supplying written proof of coverage for comprehensive general liability, automobile liability, and independent contractor's insurance.
  9. PURCHASER agrees to collect and remove from the property all oil cans, filters, tires, cans, and litter from meals and snacks, and any other debris or materials that are generally used in the care and maintenance of equipment or personnel. In the event that such debris is left on the sale area after cutting operations are completed, SELLER's representative shall contract to have the site cleaned and the PURCHASER agrees to pay SELLER's representative the cost of this service plus fifteen (15) percent.
- E. The PURCHASER hereby agrees to post a performance bond of \$1,500<sup>00</sup> against violations of items 1 through 9 above. Said bond is due and payable to the SELLER's representative upon the signing of this contract and may be recovered within thirty days of the satisfactory completion of all terms of this contract, as determined by SELLER and SELLER's representative.
- F. The SELLER expressly grants to the PURCHASER the right of ingress and egress in, over, and across and upon the land heretofore described, for use by the PURCHASER in cutting, handling, and removing the timber hereby sold.
- G. The SELLER agrees to grant to the PURCHASER the right to operate all machinery, logging equipment, and any other materials or equipment necessary for cutting and removing timber hereby sold. It is hereby agreed that PURCHASER shall have the right to remove said machinery or materials, whether fixture or not, from the land area any time within 30 days after the termination of this contract.

IN WITNESS HEREOF, THE SELLER AND PURCHASER HAVE HEREBY SET THEIR HANDS AND SEALS  
THIS \_\_\_\_\_ DAY OF September, 2000.

[Signature]  
SELLER

[Signature]  
SELLER

James F. Cox  
SELLER

[Signature]  
SELLER

[Signature]  
PURCHASER

STATE OF ALABAMA  
COOSA COUNTY

PERSONALLY appeared before me, the undersigned authority in and for said county and state, the within named  
Theron Cox, personally known to me, who acknowledged before me that he signed, sealed,  
and delivered the above and foregoing Timber Sale Contract as his act and deed on the day and for the purposes  
therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 16 day of Sept., 2000

[Signature]  
NOTARY PUBLIC

My Commission Expires ~~March 1, 2004~~  
MY COMMISSION EXPIRES MARCH 1, 2004

PERSONALLY appeared before me, the undersigned authority in and for said county and state, the within named  
Theresa Kirkwood, personally known to me, who acknowledged before me that he signed, sealed,  
and delivered the above and foregoing Timber Sale Contract as his act and deed on the day and for the purposes  
therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 26 day of Sept., 2000

[Signature]  
NOTARY PUBLIC

My ~~Commission Expires March 1, 2004~~  
MY COMMISSION EXPIRES MARCH 1, 2004

Prepared by:  
FOREST OWNER SERVICES  
Douglass W. McConnell II, Ph.D.,  
Alabama Registered Forester #1125

Inst # 2000-37202

10/26/2000-37202  
10:49 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE