

**RELEASE AND SETTLEMENT AGREEMENT**

This Release and Settlement Agreement is made and entered into by and between Melford O. Cleveland, individually and as Executor and Representative of the Estate of Sarah Head, and Seaman Timber Company, Inc. on this the 19th day of September 2008.

Whereas, Seaman owns both the Seaman Wood Processing Plant and the Seaman Farm; and

Whereas, the Seaman Wood Processing Plant and the Seaman farm both border on the property owned by Cleveland (the Cleveland farm); and

Whereas, the Seaman Wood Processing Plant and the Seaman farm are separated by a strip of land that is a part of the Cleveland farm; and

Whereas, drainage and runoff from the Seaman Wood Processing Plant presently goes onto the Cleveland farm; and

Whereas, various trees on that farm have died in the area where some of the Seaman Wood Processing Plant runoff and drainage goes onto the Cleveland farm; and

Whereas, some of the plant runoff and drainage also passes across the Seaman farm and then back to the Cleveland farm; and

Whereas, as a result of this an action was brought by Melford O. Cleveland, individually and as Executor and Representative of the Estate of Sarah Head, against Seaman Timber Company, Inc. in the Circuit Court of Shelby County, Alabama, Civil Action No.: 99-297; and

Whereas, there have been prolonged proceedings in this case over a period of years; and

Whereas, recently Seaman Timber Company, Inc. was purchased by Shane Boatright (Boatright); and

Whereas, immediately upon the purchase by Boatright of Seaman Timber Company, Inc., Boatright began the diligent and persistent efforts to resolve the above mentioned civil action; and

Whereas, Boatright made contact with Cleveland, arranged various meetings with him in the shortest possible time, and discussed with him the resolution of the aforesaid civil action; and

Whereas, within a very short time of Boatright's contact with Cleveland, an agreement was reached to settle the above styled civil action; and

Whereas, the terms of the settlement are setout below; and

Whereas, Boatright and Cleveland have cooperated with each other in an attempt to resolve all disputes and issues between them by the construction of the drainage system referred to herein and after and have agreed to cooperate in the future regarding the resolution of this matter.

Now therefore, in consideration of the mutual promises and agreements of the parties to this Release and Settlement Agreement (hereinafter referred to as: "Release and Settlement Agreement"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, Melford O. Cleveland, individually and as Executor and Representative of the Estate of Sarah Head, and on behalf of his and their heirs, executors, assigns, successors and transferees (hereinafter referred to collectively as: "Cleveland"), on the one hand, and Seaman Timber Company, Inc., as well as its past, current, and future affiliates, subsidiaries, parent companies, agents, officers, directors, employees, insurers, attorneys, heirs, successors and assigns and the past, current, and future agents, employees, insurers, officers, directors, attorneys, heirs, successors and assigns of their affiliates, subsidiaries, and parent companies (hereinafter referred to collectively as: "Seaman"), on the other hand, in order to fully and finally resolve all claims and all issues that have been asserted or could have been asserted in Shelby County Civil Action No. 99-297, styled: "Melford O. Cleveland, etc., et al. v. Seaman Timber Co., Inc., et al." (hereinafter referred to as: "the Litigation"), hereby contract and agree as follows:



1. Seaman, and its successors, agrees to prevent any water or other substance in liquid form, or suspended in liquid, from coming onto the Head-Cleveland farm from the Seaman Timber Company plant site at the time of the completion of the drainage system referred to herein and all times thereafter, and also to prevent the Seaman plant drainage from coming on to the Cleveland farm from the Seaman farm.

2. Seaman shall pay Cleveland the amount of \$40,000.00.

3. Seaman Timber Co., Inc. will construct or cause to be constructed a drainage system in accordance with attached drawing Exhibit A hereto ("Drainage System"), which both Cleveland and Seaman Timber Co., Inc., and their respective experts have reviewed and agreed upon. Seaman Timber Co., Inc. will attempt to obtain any environmental, governmental, and regulatory authorizations and approvals necessary to accomplish the construction.

4. Seaman Timber Co., Inc., shall proceed diligently with construction of the Drainage System and, barring unexpected circumstances, anticipates that the Drainage System will be completed within three months thereafter. The purpose of this drainage system is to aid in the protection of the Cleveland farm from runoff from the Seaman plant. Accordingly, Seaman and its successors will not interfere with its operation in any way and will at their own expense maintain it in good working order and repair it as necessary, provided that Cleveland will repair any damage to the system caused by his agents, servants or employees. This drainage system constitutes a burden of the Seaman plant site and Seaman farm for the benefit of the Cleveland farm runs with the land and is perpetual in nature. At the time of the execution and delivery of the other easements required by this document, Seaman will reaffirm the agreements in this paragraph by executing and delivering to Cleveland an easement reiterating them.

5. Cleveland further declares and warrants to Seaman that they have the authority and capacity to file the action giving rise to this litigation and have the authority to consent to the stipulation of dismissal with prejudice of said litigation and to execute the easements referenced

herein. Cleveland further represents and warrants that they have not heretofore assigned to any other person or party all or any portion of any claim whatsoever that they may have now or in the future against Seaman arising out of the allegations involved in the Litigation. A violation of this warranty shall be a material breach hereof, entitling Seaman to seek all available relief deemed appropriate by the Court for injuries suffered there from. Seaman declares and warrants that it is the owner of Seaman plant site, and the Seaman farm, and that as such owner it is fully authorized to enter into and carry out the terms of this agreement. A violation of this warranty will likewise be a material breach thereof, entitling Cleveland to seek all available relief deemed appropriate by the Court for injuries suffered there from.

6. It is further understood and agreed that this Release and Settlement Agreement is not to be construed as and does not constitute an admission of liability or wrongdoing on the part of Seaman, which Seaman specifically denies, and that the material purpose of the construction of the drainage system hereunder is solely for the purpose of avoiding further expense and time involved in defending this litigation.

7. Cleveland will prepare easements in favor of Seaman across the "Cleveland Strip" (a) to afford Seaman access to and from either of Seaman's property lying on either side of the Cleveland Strip, and (b) to allow drainage of surface water and storm water run-off over a specified portion of the Cleveland Strip and through the Drainage System described herein. Once Rick Nail has presented a written certification that the drainage system has been completed substantially in accord with his plans and specifications, and after review and approval by Cleveland and his attorney, the easements will be presented to Seaman for recording in the Office of the Judge of Probate of Shelby County, Alabama. Cleveland agrees to provide necessary information and documents to and cooperate with Seaman and Seaman's Title Insurance Company to ensure that said easements are executed in favor of Seaman by all necessary persons.



8. Upon completion of the construction herein and its certification by Rick Nail and review by Cleveland and his attorney, the parties will dismiss with prejudice this litigation, by means of the Joint Stipulation of Dismissal With Prejudice, with each party to bear its own costs, expenses, and attorney's fees.

9. As soon as the drainage system is sufficiently completed for an accurate survey to be made, Cleveland will convey to Seaman by warranty deed that portion of the drainage system which has been constructed on Cleveland farm land including such land as lies between the northernmost ditch and the Seaman boundary, except the Cleveland strip. (The land to be conveyed will be more accurately described in the deed of conveyance.) Seaman agrees for itself and its successors that all land conveyed herein will be solely and exclusively for the maintenance and repair of the drainage system. Seaman shall take such action as is reasonably necessary to arrest and prevent erosion of the property owned by Cleveland lying easterly of the Seaman Timber plant site, provided Cleveland agrees to lease any portion of such property to Seaman (excepting there from a strip of land 300 feet wide along Highway 25) as Seaman may desire and at such rental as the parties may agree.

10. Cleveland declares that no representation made by any employees, agents or attorneys of Seaman, if any, concerning the validity or merit of any claims have induced them to make this Release and Settlement Agreement and that they are acting upon their own judgment, belief and knowledge of the nature of all claims or potential claims against Seaman in making this Release and Settlement Agreement. Cleveland warrants and declares that they are entering into this Agreement only after securing the advice and consultation of legal counsel and technical experts of their choice.

11. In addition, Cleveland, for himself individually and as Executor of the Estate of Sarah Head, and for all of his and their executors, heirs, assigns, transferees and/or successors in interest of Cleveland and of any and all real estate owned by Cleveland, hereby releases, remises

and forgives Seaman from any and all causes of action, claims and complaints that have arisen or that might arise against Seaman from anything that has occurred or has failed to occur at any time in the past (up to and including the date of signing this Release and Settlement Agreement) relevant to the allegations contained in the litigation giving rise to this Agreement, including, without limitation, any and all causes of action, claims and complaints that were asserted or could have been asserted in the Litigation, including, without limitation, all legal and equitable claims for or related to alleged pollution, trespass, nuisance, injury to real estate or person and/or reputation.

12. The parties hereto agree and acknowledge that no party has entered this Release and Settlement Agreement out of any legal or equitable requirement that it do so, or because of any legal or equitable liability. The parties hereto enter into this Agreement as an accommodation to their neighbor and to amicably resolve the Litigation, including all past and ongoing complaints between the parties.

13. Cleveland further agrees and declares that all transactions and complaints that Cleveland has ever had with Seaman are hereby covered by and under this Release and Settlement Agreement.

14. Cleveland and Seaman further agree that any party must prosecute any claim for breach of this Release and Settlement Agreement before the Circuit Court of Shelby County, Alabama.

15. Shane Boatright joins in the execution of this Release and Settlement Agreement to evidence his consent as the sole and only shareholder of Seaman Timber Company, Inc.

16. This Release and Settlement Agreement contains the entire agreement between the parties, except the easement agreements referred to herein, and the terms and conditions of this Release and Settlement Agreement are contractual and not a mere recital. Interpretation of



the terms and conditions of this Release and Settlement Agreement are to be construed according to the laws of the State of Alabama.

Accepted and agreed to this 19<sup>th</sup> day of September, 2008.

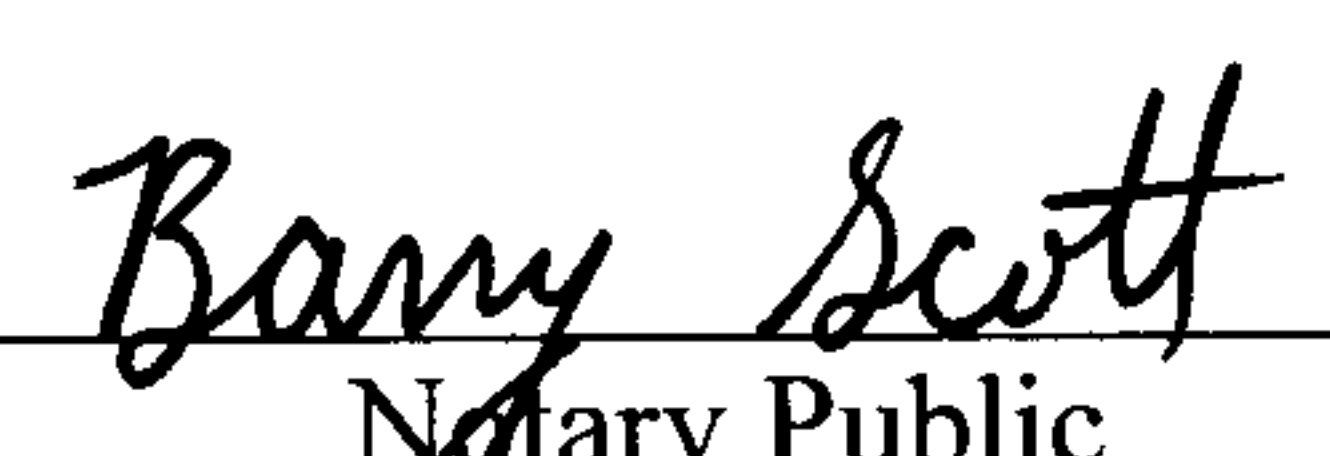
  
Shane Boatright

STATE OF ALABAMA )

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Shane Boatright, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 19<sup>th</sup> day of September, 2008.

  
Notary Public

My commission expires: MY COMMISSION EXPIRES SEPTEMBER 10, 2011


  
Melford O. Cleveland, Individually

STATE OF ALABAMA )

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Melford O. Cleveland, Individually, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 19<sup>th</sup> day of September, 2008.

  
Notary Public

My commission expires: MY COMMISSION EXPIRES SEPTEMBER 10, 2011

Melford O. Cleveland  
Melford O. Cleveland, Executor and  
Representative of the Estate of Sarah Head

STATE OF ALABAMA )

COUNTY OF Shelby )

I, the undersigned Notary Public in and for said County in said State, do hereby certify that Melford O. Cleveland, whose name as Executor and Representative of the Estate of Sarah Head is signed to the foregoing Release and Settlement Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance, he, in his capacity as such Executor and Representative of the Estate of Sarah Head, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal, this the 18<sup>th</sup> day of September 2008.

Barry Scott  
Notary Public

My commission expires: MY COMMISSION EXPIRES SEPTEMBER 10, 2011

SEAMAN TIMBER COMPANY, INC

By: [Signature]

Its: President

STATE OF ALABAMA )

COUNTY OF \_\_\_\_\_ )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Shane Boatright, whose name as CEO of Seaman Timber Company, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, Shane Boatright, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal, this 19<sup>th</sup> day of September, 2008.

Barry Scott  
Notary Public

My commission expires: MY COMMISSION EXPIRES SEPTEMBER 10, 2011

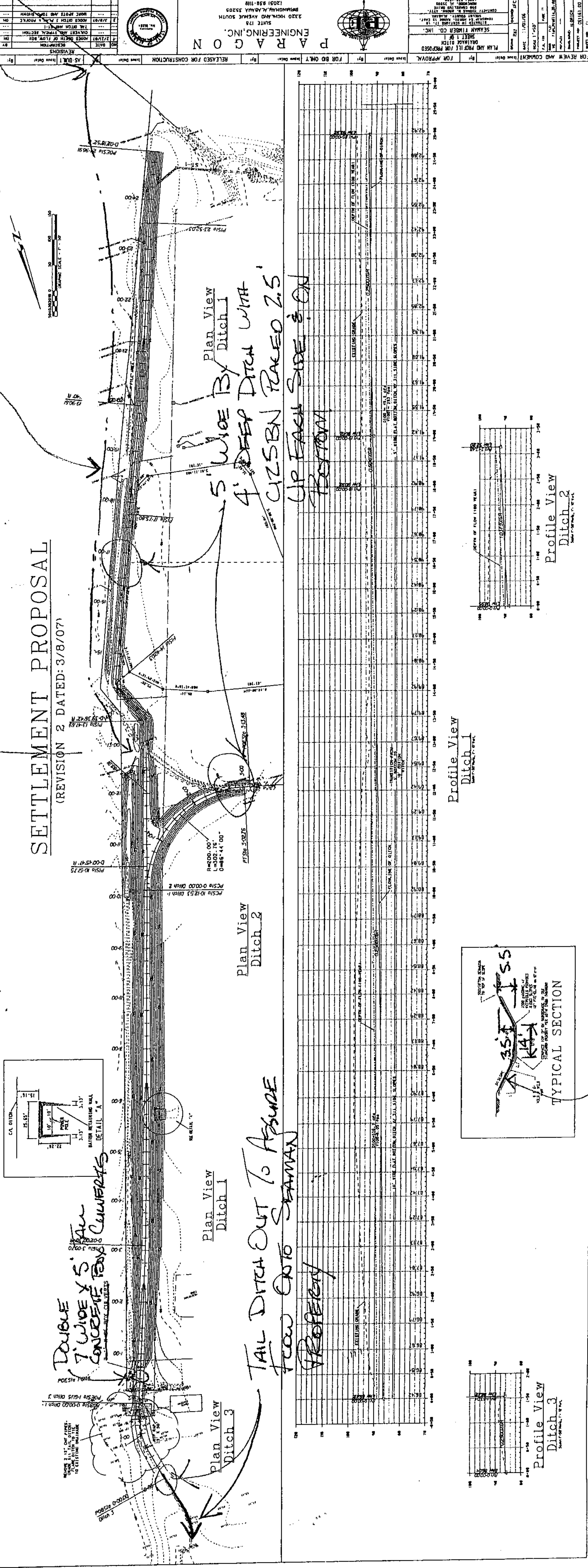


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Shelby Cnty Judge of Probate, AL  
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INTERCEPT FLOW FROM DOUBLE-  
60" Ø PILES UNDER RAILROAD  
FILL IN EROSION SCARP AT  
PILE EXT W/ R.P.P.P.

DOUBLE  
7' WIDE X 5' TALL  
CONCRETE BOX CULTIVATORS  
0-0727-1000  
P.O. BOX 1000  
Ft. Collins, CO 80521

TAIL DITCH OUT TO ASSURE  
FROM OUTO SEAMAN  
PROPER



LINE BOTTOM & UP SIDES TO A  
DEPTH OF 3.5' - DITCH SHALL  
BE 14' WIDE & 5.5' DEEP  
Minimum. BLANKET SHALL BE  
NORTH AMERICAN GREEN S.C. 250  
OR APPROX. EQUIV.

UPDATED 9/15/88  
BY LBS/D. JSC.