

## TIMBER SALE AGREEMENT

THIS BUY SELL AGREEMENT made this 4<sup>th</sup> day of Nov, 2014 by and between William Meredith Butsch and Barbara Ann Thompson hereinafter referred to as Seller, and Ideal Timber Company, Inc., hereinafter referred to as Buyer.

1. Whereas Seller agrees to sell and Buyer agrees to buy the blue marked timber located on approximately 70 acres located in Southeast  $\frac{1}{4}$  of Section 4, T21S, R3W, Shelby County, Alabama and shown on attached property map from the Shelby County courthouse and also as described in that property information under the caption "description".
2. The consideration paid for this agreement, and the trees to be cut hereunder, is \$83,913.00. Eiland Forestry will hold a \$2,000 bond for damages to the road going into the property, **especially the culvert that must be protected**, and any other contract violations. Any unused funds will be paid to Seller after road work is completed.
3. Loading areas must be approved by Seller or its agents. Damages to residual stand may be breakage of stem, or bark removal of more than 25% of stem circumference at any location on the stem, or cutting of unmarked trees. Liquidated damages to residual stand will be assessed at a rate of \$25 per tree; a tree is defined as any woody stem greater than 5" dbh. Seller acknowledges there will be some pulpwood stems damaged in the course of normal logging conditions and operation.
4. Buyer agrees to exercise reasonable care to prevent damage to trees not designated to be cut. Buyer agrees that all fences must be maintained in original condition. Buyer will follow the "Best Management Practices" as set down by the Alabama Forestry Commission.

**Buyer is responsible for identification of boundary lines and satisfaction of location of boundary lines. Any trespass or cutting on adjacent properties is fully the responsibility of buyer or his contractor.**

Buyer agrees to indemnify and hold harmless Seller, the lands of Seller, and the timber thereon, whether or not authorized to be cut hereunder, from and against all liens and claims of liens in any way arising out of any action of default upon Buyer's part.

5. Buyer, its agents, or employees will not leave trash in the woods and further agree to conduct the operation in a workmanlike manner. Buyer shall remove all tops and other logging debris from or in all ditches, roads and streams. Buyer is authorized to use roads, necessary in the operations hereunder, upon the lands described herein and upon other lands in the vicinity thereof as agreed between Owners of those roads, Seller and Buyer, all at Buyer's own risk. Any roads, structures and improvements built by Buyer on Seller's property necessary to transport the timber sold hereunder shall become the sole property of Seller at the termination of this agreement. Seller makes no representations or warranties that any roads, bridges, or other improvements on the above-described property or any other property are safe or suitable for use by Buyer or those actions for or under Buyer, and all such parties may use any such roads, bridges or other improvements only at their own risk. No rubbish shall be left in the woods. No oil or fuel from any compartment on any machine or vehicle shall be drained onto the ground. No harvesting shall be conducted in excessive wet weather so as to cause rutting in excess of nine inches for a distance of ten feet or greater.



Timber cutting and roads: Buyer agrees to use care in removing the timber. The Buyer will remove all equipment and fallen trees, tops, and limbs from existing roads at the end of every workday. The Buyer will use care in keeping trees and tops out of the home site, creeks, and roads. Buyer must maintain the roads and upon completion of the cutting of the timber, the Buyer will repair all roads and leave them in as good a condition as they were in prior to the cutting of the timber.

6. Buyer agrees to notify Eiland Forestry, prior to the initiation of cutting.
7. Seller grants Buyer the right of total and uninterrupted ingress and egress in, over and across the lands described herein.
8. Seller warrants clear marketable title to all timber on the above described land and agrees to defend same at no cost to Buyer.
9. Seller is not associated or in any manner connected with the actual performance of the contract on the part of the Buyer, either as a partner, joint venturer, employer, principal or agent, or otherwise. Buyer is an independent contractor respecting the performance of this contract and is solely liable for all its acts and all labor and expenses in connection with its performance of this contract. Seller or Seller's agent shall, however, have the right to inspect the operations of Buyer to insure that only those trees designated for cutting are being cut, that proper forestry practices and other terms of this contract are being observed, but the direction of any and all of Buyer's operations shall at all times be with the Buyer, and Seller shall have no right to instruct, deal with, supervise or suggest the manner of carrying on the work of Buyer's employees, agents, servants, or subcontractors.

Buyer agrees to indemnify and save harmless Seller from and against any and all liability, demands and claims, including but not limited to, bodily injury to any person or damage to the property of any person whomsoever (including any employee or claimed employee of Buyer) in any way arising out of, in the course of, or in connection with the operations of Buyer hereunder, and the carrying out of the terms of this contract.

Continuously throughout the period of the potential liability under this contract, Buyer, at his own expense, shall carry public liability insurance in the amount of not less than \$1 million dollars and name as an additional insured the Seller herein. All agents or contractors of the Buyer will at all times maintain the same standards as those required by the principle. Buyer will also maintain insurance that will protect it from claims under worker's compensation laws, disability benefit laws or other similar employee benefit laws. Buyer shall furnish to Seller written confirmation and evidence of such insurance.

Seller, his agents and assignees shall have the right to go upon said lands and to perform any act or operations thereon that will not interfere with the rights of the Buyer under this contract. Buyer shall pay all severance taxes, all licenses and excises required by law to be paid on account of the timber felling and logging operations hereunder.



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10. All trees conveyed herein shall be cut and removed by June 30, 2015.
11. This TIMBER SALE AGREEMENT shall inure to the benefit of and binding upon the heirs, executors, administrators and successors entitled to the land and/or trees thereon.
12. Buyer shall remain in privity with Seller during the entire term of this contract. Buyer is responsible for any contractors it selects to enforce compliance with this contract and to pay said contractor or withhold any amounts Buyer is required to withhold under law.
13. Buyer shall conduct all operations in compliance with all federal, state, and local laws, rules and regulations. Buyer is responsible for any damage to public road way, including deposits of mud, which is caused by any vehicle used in hauling timber. It shall promptly respond to any complaint and shall properly posts signs required by law and shall remove any mud or other debris which is a traffic hazard. Buyer shall observe all the rules of the road including weight limits.
14. This is the entire agreement between the parties. Any modification must be in writing and signed by both parties.

IN WITNESS HEREOF, the parties hereto have executed, sealed and delivered these presents of the day and year first above written.

Seller Barbara Ann Thompson  
Barbara Ann Thompson

William Meredith Butsch  
William Meredith Butsch

Buyer [Signature]  
Ideal Timber Co. BY:  
Authorized to sign for Ideal Timber Co.

  
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State of Alabama

County of Shelby



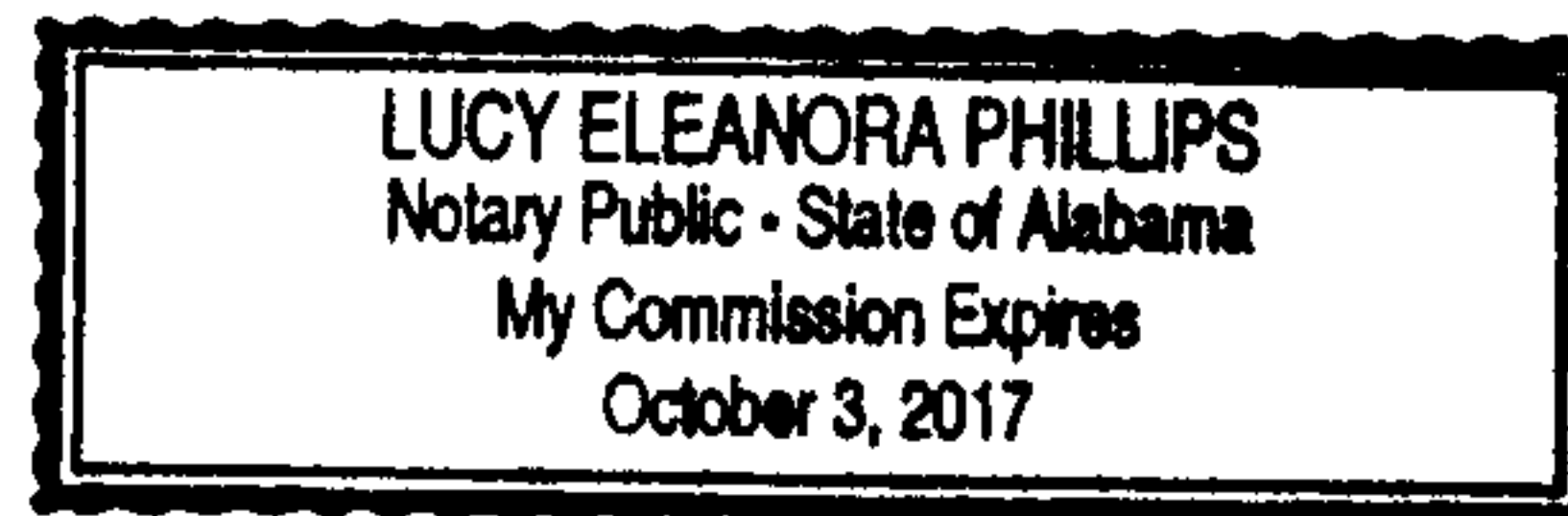
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I, the undersigned authority, a Notary Public in and for said county, in said State, hereby certify that, Barbara Ann Thompson, whose name is signed to the foregoing timber sale agreement, and who are known to me, acknowledged before man on this day, that being informed of the contents of said agreement, they executed the same voluntarily on the day same bears date.

Given under my hand and official seal of this office this the 17<sup>th</sup> day of August 2014.

Lucy Eleanor Phillips Notary Public

My Commission expires Oct. 3, 2017.



State of Alabama

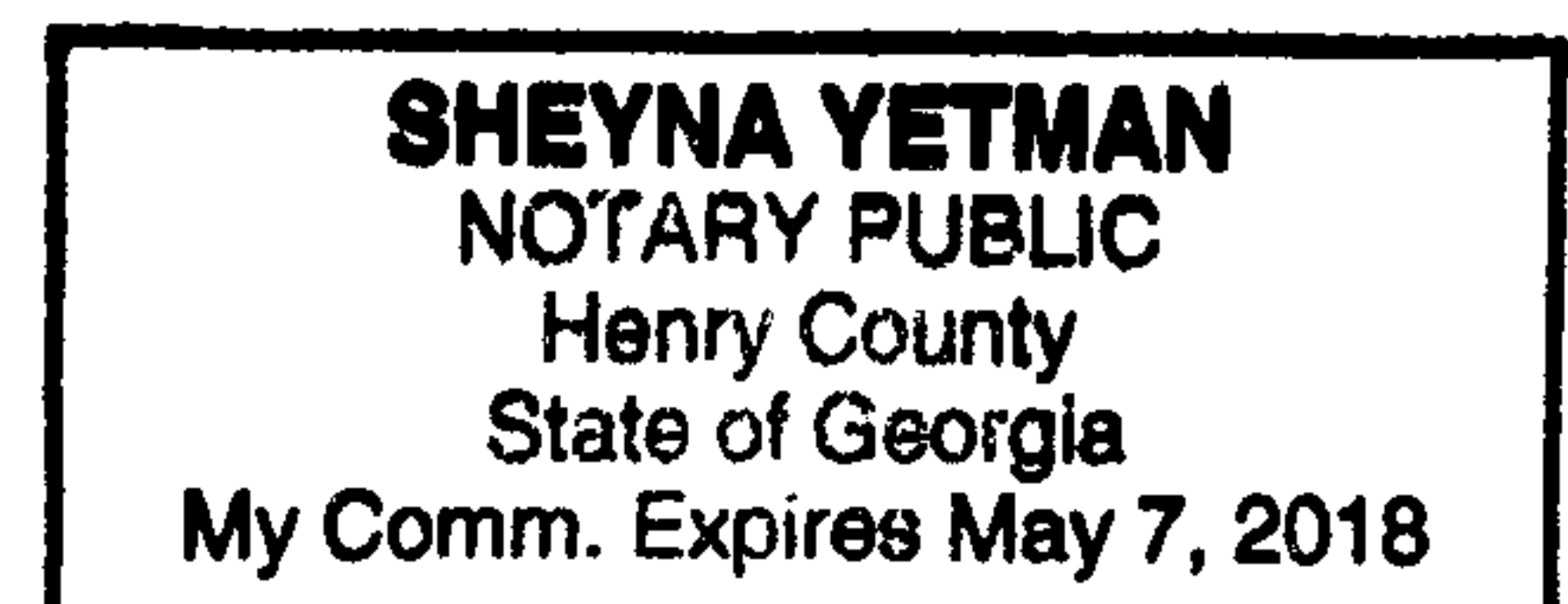
County of Jefferson.

I, the undersigned authority, a Notary Public in and for said county, in said State, hereby certify that, William M. Butsch, whose name is signed to the foregoing timber sale agreement, and who are known to me, acknowledged before man on this day, that being informed of the contents of said agreement, they executed the same voluntarily on the day same bears date.

Given under my hand and official seal of this office this the 22<sup>nd</sup> day of August 2014.

Sheyna Yetman Notary Public

My Commission expires 5-7-18.



State of Alabama

County of

Dallas



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I, the undersigned authority, a Notary Public in and for said county, in said State, hereby certify that, Bonnie Roberts, whose name is an Alabama Corporation and that for and on behalf of the said Corporation, after fully being authorized by said corporation to do so, signed to the foregoing timber sale agreement, and who are known to me, acknowledged before man on this day, that being informed of the contents of said agreement, they executed the same voluntarily on the day same bears date.

Given under my hand and official seal of this office this the 4<sup>th</sup> day of November 2014.

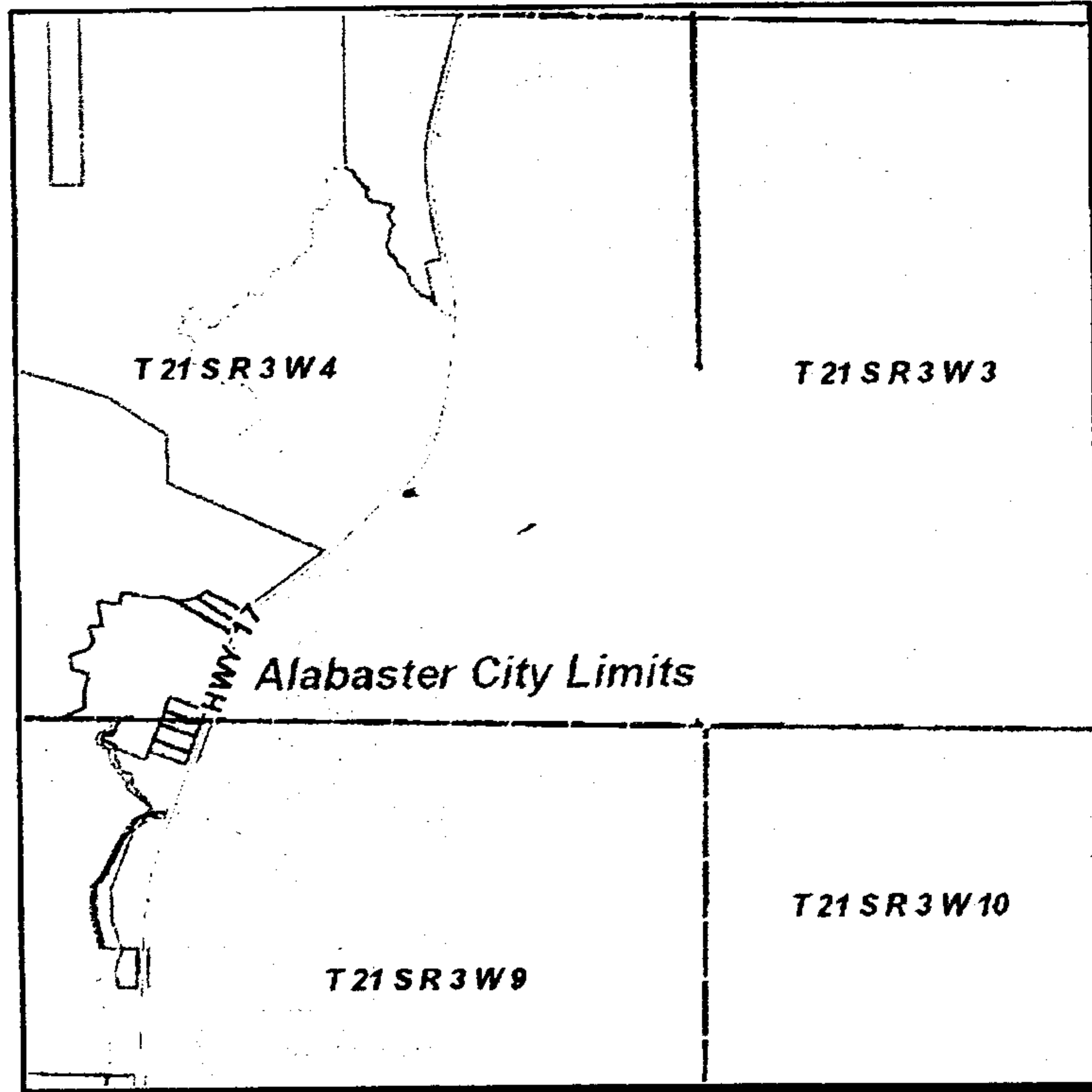
Cheryl A. Hill

Notary Public

Expiration: 9/28/16

Property Information: 23 2 04 0 001 007.000

Year: 2013



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owner information

name 1	name 2	address 1	address 2	city	state	zip
THOMPSON	WILLIAM	7610 HWY 17		MAYLENE	AL	35114
BARBARA ANN	MEREDITH					
subdivision name	primary lot	secondary lot	block	section	township	range
			000	4	21S	03W
map book	map page	lot dimension 1	lot dimension 2	acres	square feet	
0	0	0.00	0.00	74.00	3,223,440.00	

description

BEG NE COR SE1/4 SEC 4 TH S 2640' NW 2020' SE 50' NW 950' TO E LN CO RD 17 TH NELY & N ALG SD R/W TO N LN  
OF SD 1/4 TH E TO POB