


TIMBER CONVEYANCE

STATE OF Alabama

COUNTY OF Shelby

  
20160506000153530 1/3 \$127.50  
Shelby Cnty Judge of Probate: AL  
05/06/2016 10:58:24 AM FILED/CERT

THIS AGREEMENT, made and entered into April 28, 2016 by and between The Westervelt Company, (hereinafter called the "Seller") and Baseline Forest Services, Inc. (hereinafter called the "Buyer").

W I T N E S S E T H

1. The Seller does hereby grant, bargain, sell and convey to the Buyer, and the Buyer does hereby purchase from the Seller, the following timber and/or trees as designated below:

**All Merchantable Timber less and except Marked Trees remaining for retention in Marked Sale Area. See Maps for Sale Areas.**

2. The above described timber and/or trees conveyed hereby is located on the following described real estate in Shelby County to wit:

**Tract 1**

All that portion lying South and East of Creek in the SW ¼ of Section 27 , Township 21 South, Range 1 West, Shelby County, Alabama (consisting of ~24 acres +/-).

The Buyer agrees to pay the Seller for the timber and/or trees hereby conveyed as follows: **\$21,800.00 Lump Sum**

**Tract 2**

Designated area in the S ½ of the SW ¼ of Section 25, Township 24 North, Range 15 East, Shelby County, Alabama (consisting of ~34 acres +/-).

The Buyer agrees to pay the Seller for the timber and/or trees hereby conveyed as follows: **\$42,170.00 Lump Sum**

**Tract 3**

Designated area lying in the SW ¼ and in the S ½ of the NW ¼ of Section 24, and also the designated area lying in the N1/2 of the NE1/4 of the SE1/4, and the area lying in the E1/2 of NE ¼ of Section 23, all located in Township 24 North, Range 15 East, Shelby County, Alabama (consisting of ~88 acres +/-).

The Buyer agrees to pay the Seller for the timber and/or trees hereby conveyed as follows: **\$107,480.00 Lump Sum**

**Tract 4**

Designated area in the N ½ of the NW ¼ of Section 27, Township 21 South, Range 1 West, Shelby County, Alabama (consisting of ~16 acres +/-).

The Buyer agrees to pay the Seller for the timber and/or trees hereby conveyed as follows: **\$19,000.00 Lump Sum**

4. The Seller expressly covenants and agrees to and with the Buyer that Seller is lawfully seized in fee simple of the timber and/or trees hereinabove described and conveyed; that the same is free from any and all liens, mortgages and encumbrances; that Seller has a good and perfect right to sell and convey the same as aforesaid; and that Seller does and will, and his executors, administrators, heirs and assigns shall, forever WARRANT and DEFEND the title to said timber and/or trees, and the possession thereof, unto Buyer, its successors and assigns, against the lawful claim or claims of any and all persons whomsoever.

Seller, for himself, his executors, administrators, heirs and assigns further warrant that to the best of Seller's knowledge, no permits under the Endangered Species Act, Clean Water Act or any other act, or governmental regulations is required in order for Buyer to harvest all or any part of the timber and/or trees herein conveyed. To the extent any threatened or endangered species are found on the land described herein, or if Buyer is otherwise prevented from harvesting any timber and/or trees herein conveyed as a result of any such act, law or governmental regulation then Buyer shall have the option to: (a) Cancel this contract without liability, and Seller shall reimburse Buyer for the full purchase price less any timber already cut. (b) Cancel this contract only as to the affected acreage and timber and/or trees thereon, in which case Seller shall reimburse the Buyer for the prorated portion of the purchase price related to the volume of timber that Buyer is unable to harvest as a result of any such governmental act, law or regulation as set out above. Said volume of timber shall be determined by a joint cruise performed by Buyer and Seller.

5. The Seller hereby gives and grants unto the Buyer the right to enter said above described lands and to cut and remove therefrom the timber and/or trees hereby conveyed, it being expressly understood, however, that in cutting and removing said timber and/or trees the Buyer shall not cut from or off of said lands any timber and/or trees other than those hereby conveyed, except such small timber and/or trees as may be necessary to cut and remove in felling, cutting and removing said timber and/or trees hereby conveyed, or in order to open up necessary roadways to enable the Buyer to haul from said land and timber and/or trees hereby conveyed.

6. All public utility lines, ditches and fences located on the above described land shall be protected by the Buyer so far as possible in logging operations. Roads and trails shall as far as possible be kept free of logs, tops, brush and debris resulting from the Buyer's operations.

It is further understood and agreed between the parties hereto that the Alabama Forestry Commission has adopted Alabama's Best Management Practices for Forestry, and therefore both Buyer and Seller

Shelby County, AL 05/06/2016  
State of Alabama  
Deed Tax: \$107.50



hereby covenant and agree to comply with said Best Management Practices in the harvest of the timber conveyed herein, it being specifically understood, however, that Seller shall maintain any responsibility for compliance with said Best Management Practices as to any conditions existing on the herein/described property at the time of this conveyance.

7. In the event of excessive wet weather, buyer will cease or delay cutting operations to avoid unreasonable damage to seller's property. Buyer must inform seller of ceased or delay of operations due to excessively wet weather within one day of ceasing operations or within a week of delaying cutting operations. An extension of the termination date may be given due to wet weather.

8. The Buyer agrees to use reasonable precaution against fire starting on said land, and in the event fires occur on said land or on any other land of Seller in the vicinity thereof, the Buyer shall immediately notify the Seller and the State Division of Forestry of the location of the fire, and shall use reasonable means to extinguish said fire and to prevent damage to the timber trees and timber growth on said land.

9. The Buyer shall report and pay the State of Alabama the Forest Products Severance Tax for timber and pulpwood cut under this agreement.

10. The Buyer in the exercise of the rights herein granted shall not unreasonably interfere with the reasonable use by contractors or agents of the Seller of said land or with the reasonable use by grantees, contractors agents of the Seller of any portion of said land under rights heretofore or hereafter granted by the Seller. It is also agreed that as to timber and pulpwood, if any, not herein conveyed but reserved to the Seller that the Seller reserves and has the right to sell and convey said timber and pulpwood to other parties, together with the privilege of cutting and removing the same on any or all parts of the above described lands.

11. It is distinctly understood and agreed that the Seller has no rights and retains no rights with regard to the details of the work, personnel of the workers, or the hours of work, or other conditions of the employment of those employed or used by the Buyer, or any contractor of the Buyer, in the performance of this work.

12. The Buyer is hereby given and granted the privilege of conveying to others all of the timber and/or trees hereby conveyed and all of the rights and obligations hereby vested in the Buyer.

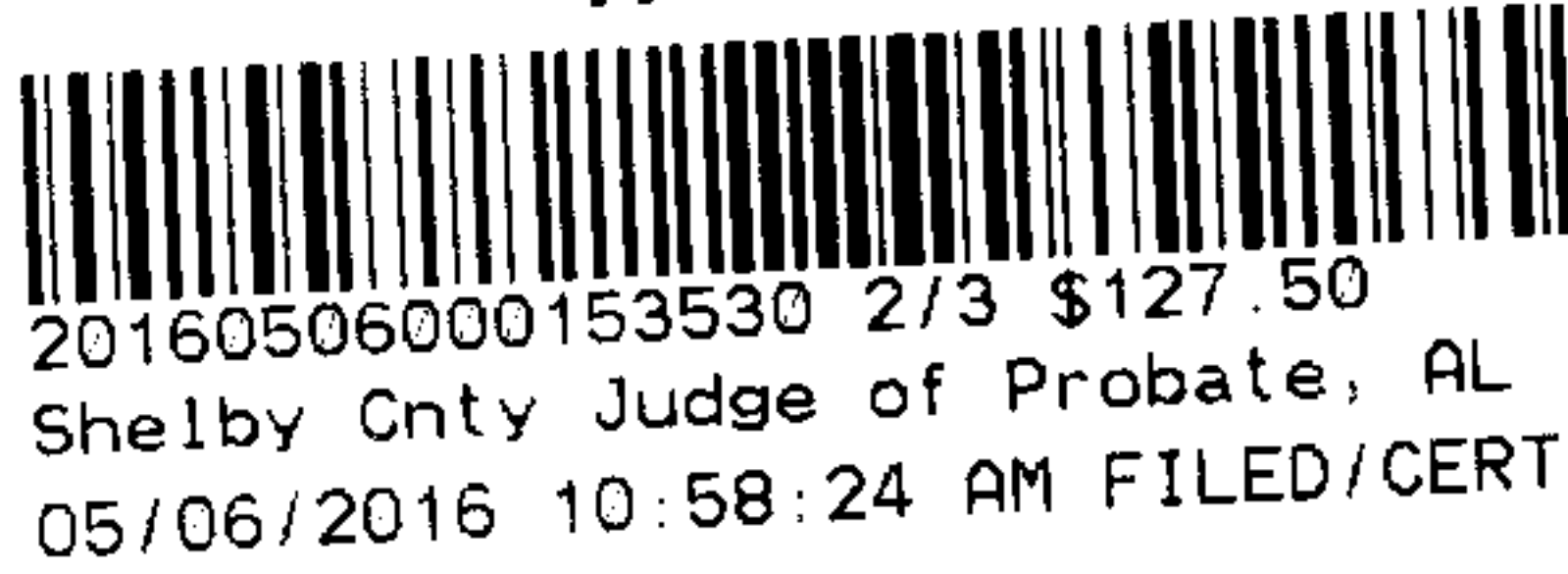
13. The Seller, however, shall not be liable for any claims or damages which may arise from the negligent acts of the Buyer in the exercise of the rights herein granted. Buyer, or agents working for the buyer, will not be held liable for damage to non-permanent hunting stands due to logging activity. It is the Seller's responsibility to have said stands moved from the logging area.

14. This contract shall become effective on the 26<sup>th</sup> day of April, 2016 and shall terminate and end as soon as all of the timber and/or trees hereby conveyed is cut and removed from said land or on the 28<sup>th</sup> day of April, 2017, whichever is earlier, and on such date all of the rights and interest of the Buyer, hereunder shall cease and terminate, and the title to all timber and/or pulpwood then standing, lying or growing on said lands shall revert to the Seller.

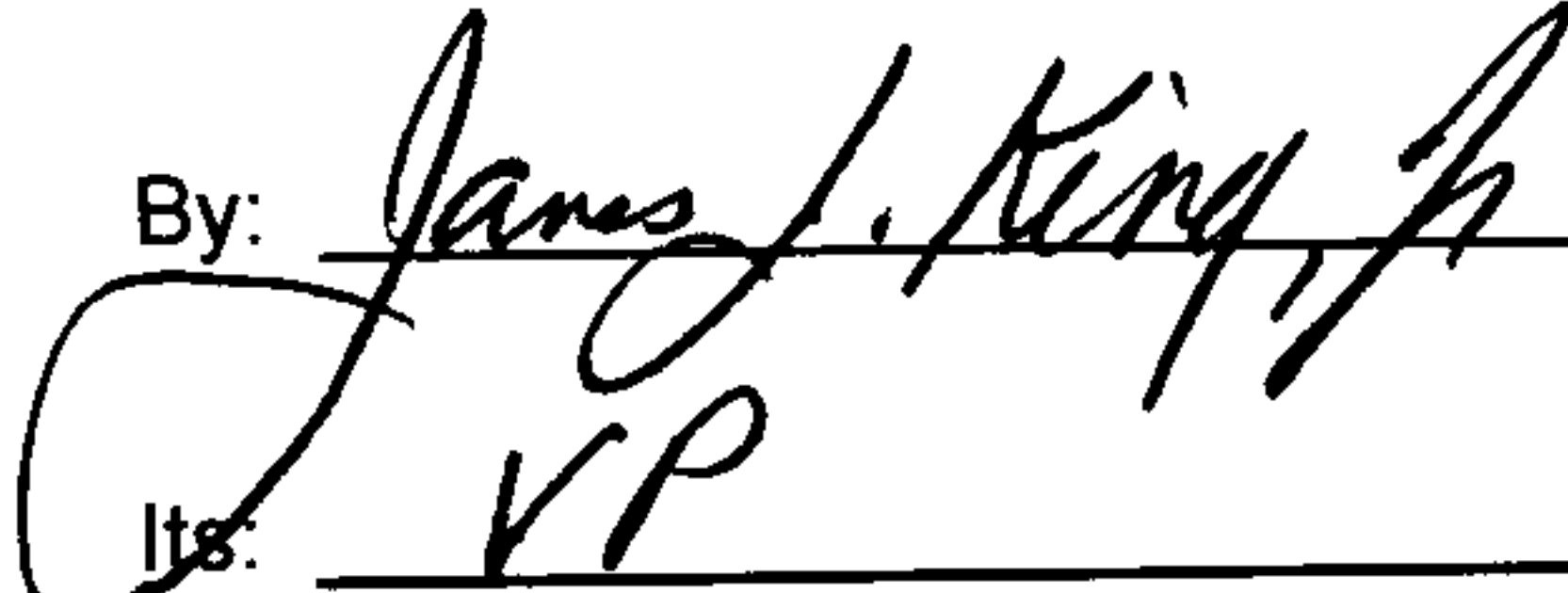
WITNESS our hands and seals, in duplicate, the day and year first hereinabove written.

WITNESS AS TO SELLER



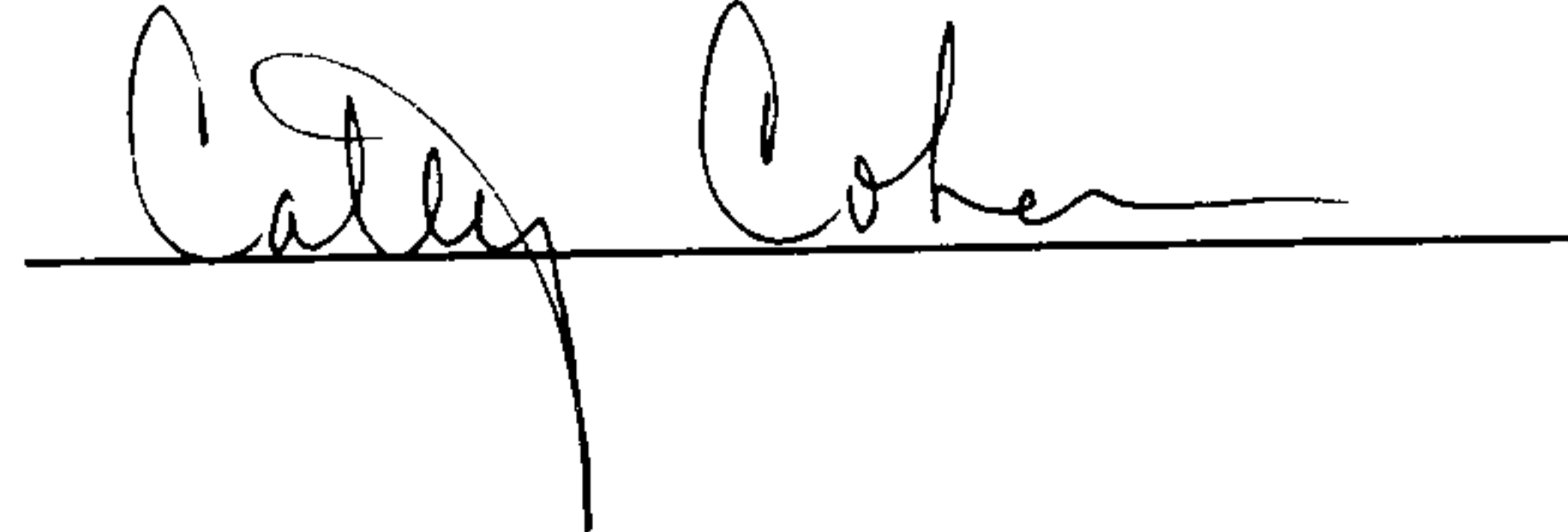


THE WESTERVELT COMPANY

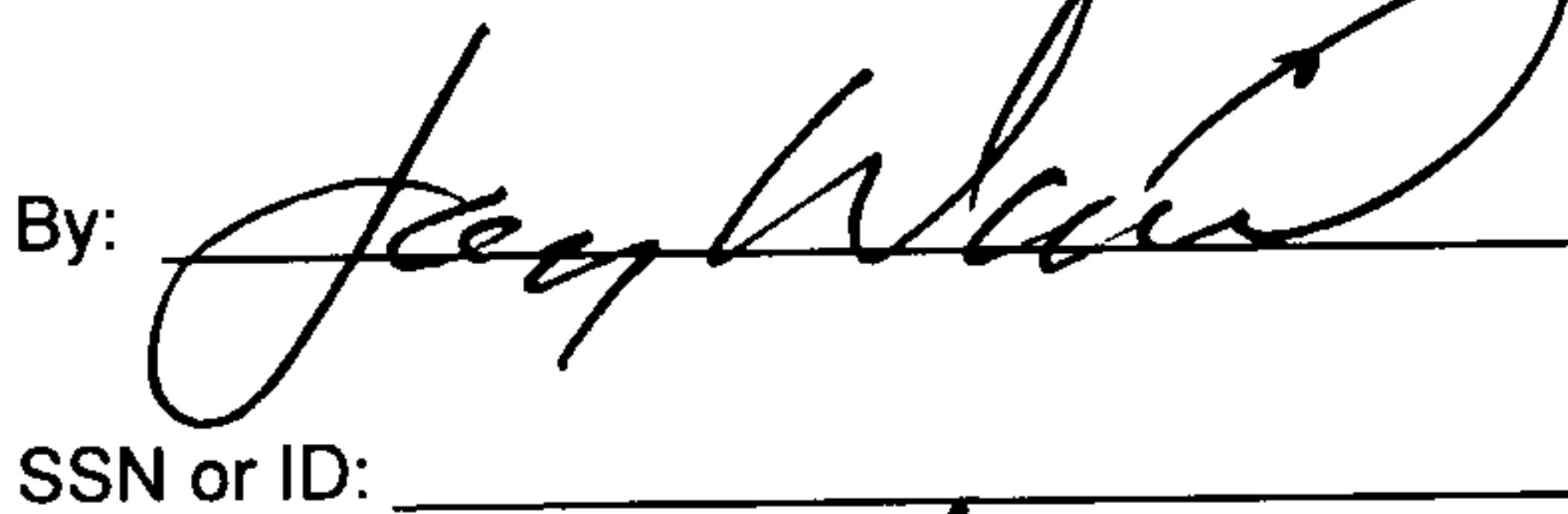
By:   
Its: VP

Date: 4/18/16

WITNESS AS TO BUYER



Baseline Forest Services, Inc.

By:   
SSN or ID: \_\_\_\_\_

Date: 4/28/16

Address of Seller

THE WESTERVELT COMPANY  
P.O. Box 128  
Moundville, Alabama 35474  
Attention: Matthew Clark

Address of Buyer

Baseline Forest Services, Inc  
P.O Box 370  
Wetumpka, AL 36092



# Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name The Westervelt Company  
Mailing Address P.O. Box 128  
Moundville, AL 35474

Grantee's Name Baseline Forest Services, Inc  
Mailing Address P.O. Box 370  
Wetumpka, AL 36092


Property Address Sections 23 & 24  
Township 24 North,  
Range 15 East,  
Shelby County, AL

Date of Sale 4/28/2016  
Total Purchase Price \$ 107,480.00  
or  
Actual Value \$ \_\_\_\_\_  
or  
Assessor's Market Value \$ \_\_\_\_\_

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale  
☒ Sales Contract  
☐ Closing Statement

☐ Appraisal  
☐ Other

  
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If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

## Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 5/2/16

Print Cathy Coker

Unattested

Sign Cathy Coker

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1