

STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_

TIMBER SALES CONTRACT ( Per Unit Sale)

KNOW ALL BY THESE PRESENTS, that, (Landowner) \_\_\_\_\_, hereinafter referred to as SELLER, for and in consideration of One Dollar, in hand paid by (Purchaser' Name) \_\_\_\_\_, referred to as PURCHASER, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto PURCHASER, its successors or assigns: FIRST thinning, every third row removed while the remaining two rows will be thinned, so as to leave average basal area of 65-70 sq. ft. All trees conveyed are located on the following described land area:

(Enter Legal Description of Property on which timber is located)

BUYER AND PURCHASER AGREE AS FOLLOWS:

(1)

WARRANTY

The SELLER warrants the title to the timber and rights hereby conveyed unto the PURCHASER, successors and assigns as limited herein. The PURCHASER fully understands and agrees that the SELLER makes no guarantee whatsoever, either actual or implied regarding the volume of timber conveyed by this instrument standing and being on the above described tract of land.

(2)

CONSIDERATION

PURCHASER hereby advances SELLER the sum of \$ \_\_\_\_\_. The trees to be cut under this contract are to be paid for on a per ton basis, as set below:

Pine Pulpwood	\$ ____ per ton
Pine CNS	\$ ____ per ton
Hardwood Pulpwood	\$ ____ per ton

RECAPTURE OF THE ADVANCE IS TO BE MADE FROM THE FIRST AVAILABLE RECEIPTS.

The PURCHASER shall furnish to the SELLER a weekly report that accounts for each load hauled, the specie and product class, and the dollar amount each load represents. A check shall be attached to each weekly report made payable to W.W. Sellers and Associates, Inc., agent, after the advance is recaptured by the Purchaser. The check shall be mailed to W. W. Sellers and Associates, P.O. Box 148. Ramer, Alabama 36069.

(3)

**BOUNDARIES**

The SELLER has furnished to the PURCHASER a map or plat of the subject property. However, the PURCHASER assumes sole responsibility for determining the proper and precise location of all boundary lines and further assumes sole responsibility for any liability resulting from an over-cut or trespass on the lands of any adjoining owner.

(4)

**TIME ALLOWED TO CUT AND REMOVE**

Unless written extension of time is granted, all timber conveyed by this contract shall be cut and removed from off the above described land area within 12 months from date of contract, after which 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. The pine areas, especially those which are wet weather accessible, are to be removed this winter.

(5)

**INSPECTION PROVISIONS**

Periodic inspections of the cutting and logging operations during the life of this contract will be made by SELLER, or his representative. The results of these inspections will be recorded on duplicate forms and submitted to the PURCHASER and to the SELLER. PURCHASER shall notify W. W. Sellers, P.O. Box 148, Ramer, AL 36069 in writing at the beginning and conclusion of operations for the removal of the timber covered by this conveyance. PURCHASER and logger shall meet with SELLER or his representative prior to logging for a pre-logging walk through at the beginning of logging operations.

(6)

**INSURANCE PROVISIONS**

Prior to moving on to the SELLER'S property, the PURCHASER and/or any sub-contractor shall furnish the SELLER written certificates of insurance evidencing the following insurance coverage placed with a carrier licensed to do business in the State of Alabama with minimum limits as specified. The certificates shall state the SELLER shall be given a written ten (10) day notice prior to termination of any one or more of the coverages. Termination of said insurance shall suspend this contract.

<b>COVERAGE</b>	<b>LIMITS</b>
1. Workman's Compensation	Statutory
2. Compensation General Liability	
A. General Aggregate Limit	\$2,000,000
Products/Completed Operations	
Aggregate Limit	\$2,000,000
B. Personal and Advertising	
Injury Limit	\$1,000,000

C. Each Occurrence Limits	\$1,000,000
D. Fire Damage Limit	\$ 100,000
E. Medical Expense Limit (any one person)	\$ 5,000
3. Automobile Liability (Hired & Non-Owned Liability)	\$1,000,000

**W.W. SELLERS & ASSOCIATES, INC. SHOULD BE NAMED AS ADDITIONAL INSURED ON COMMERCIAL GENERAL LIABILITY AS WELL AS AUTOMOBILE LIABILITY POLICY.**

(7)

**DAMAGE TO IMPROVEMENTS**

In the event any damage is done to any fences, roads, bridges, terraces, pastures, or any other improvements on said land area, by the PURCHASER, his agent, employee, or contractor, during the life of this contract, said damaged item shall be repaired to the original state of condition that existed prior to the damage or to a better state of condition. In addition, if any damage is done to roads in adjacent property, or to any improvements on the adjacent property, said damage shall be repaired to the original state of condition which existed prior to using said road within 30 days after completion of cutting on the heretofore described land area.

(8)

**RESPONSIBILITY TO KEEP ROADS, TRAILS, ETC., CLEAN OF DEBRIS**

PURCHASER shall use all reasonable precautions to keep all fire lanes, roads, pastures, and creeks open and free from obstruction during the life of this contract, and to open any fire lane, road, pasture or creek in the event it becomes stopped up as a result of the logging operation.

(9)

**FIRE**

PURCHASER shall use all reasonable precautions to prevent fires on said lands, and to prevent the spreading of any fires that occur thereon. In the event a fire burns on lands covered by this contract, PURCHASER agrees to promptly notify SELLER of such fire, if possible, and to have its employees, agents, or assigns who might be carrying on operations on these lands, control or assist in controlling the said fire.

(10)

**WORKMANSHIP STANDARDS**

PURCHASER agrees to carry on felling, skidding and hauling operations in a good and workmanlike manner that is consistent with the highest standards accepted in the timber industry, and in such a manner that will result in minimum damage to the land and to the residual stand of trees.

(11)

**REMOVAL OF LITTER**

PURCHASER agrees to pick up all oil cans, filters, 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, and remove same from premises.

(12)

**BEST MANAGEMENT PRACTICES**

PURCHASER agrees that all timber cutting, hauling, and harvesting will be done in accordance with the Clean Water Act/Best Management Practices. In addition, skidding trails and haul roads shall be constructed in such a manner as to reduce damage from erosion, and water bars shall be constructed upon completion of cutting and hauling, in those areas as designated by SELLER or his representative.

(13)

**PERFORMANCE BOND**

PURCHASER agrees to put up a performance bond of \$2,000.00 to be held in escrow by W. W. Sellers and Associates, Inc., to insure compliance with cutting contract. Said performance bond shall be returned to PURCHASER upon satisfactory completion of cutting and removal operations. In the event any damage is done to subject property or adjacent property, including roads across adjacent property by PURCHASER, his agent or assign, and said damage is not repaired, part or all of said performance bond may be used to repair said damage, or forfeited as liquidated damages.

(14)

**ACCESS**

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 PURCHASER in conveniently and economically handling, cutting, and removing timber hereby sold. Use of the road on the east side of the property in Section 14 is permitted, but road must be kept open for traffic at all times.

(15)

**RIGHT TO USE EQUIPMENT**

SELLER agrees to give and 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 off the land area any time within 60 days after the termination of this contract. **NO RAMPING OR SKIDDING IN THE FOOD PLOTS.**

(16)

**ENTIRE AGREEMENT**

This document represents the entire agreement of both parties and there are no representations not stated herein, and this agreement may only be modified by a writing executed by both parties hereto.

IN WITNESS WHEREOF, the SELLER and the PURCHASER have hereby set their hands and seals, this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Landowner

Purchaser

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_

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

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

Given under my hand and seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_ is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_