

TIMBER CUTTING CONTRACTREAL PROPERTY RECORDS
5THE STATE OF TEXAS |
COUNTY OF MONTGOMERY |

This contract entered into by and between Bill D'Amico, Trustee, #11 Lake Conroe Drive, Conroe, TX 77304, hereinafter called "Seller" and Brabham-Parker Lumber Co. Inc., P.O. Box 406, Willis, TX 77378, hereinafter called "Buyer", do herein convey and agree upon a timber cutting contract, the terms and conditions of which are set out in the provisions below.

Timber is to be paid for at a lump sum of \$9,002.00 for all pine timber marked with two spots of orange paint at eye level and ground level.

Tract Description--15 acres east of pine needle drive out of a larger tract in the Collard Survey, Abstract #7, Montgomery County, Texas.

Seller hereby grants Buyer, its successors and assigns, the right of ingress and egress, and the privilege of entering upon said land and cutting and removing said timber at any time from the date of this instrument until ten (10) months thereafter (hereinafter referred to as "Term"), and all rights, titles and interest of Buyer acquired hereunder shall terminate on that date, and all timber remaining upon said land sold under this contract after that date shall belong to and be the property of the Seller.

This timber contract is made upon the following conditions and covenants:

1. The Buyer shall have the right to yard and ramp logs on said land (behind buffer strip of trees) and to utilize and remove equipment thereon for the purposes of cutting and removing said timber. Buyer agrees that all logging operations shall be conducted in a good and workmanlike manner in accordance with prevailing logging practices in the vicinity to maximize utilization and minimize damage to residual stands and in compliance with all applicable governmental regulations pertaining to logging safety. Buyer agrees to not use Lake Conroe Drive as a haul road.

2. This timber deed is subject to arbitration under the Texas General Arbitration Act. It is understood and agreed between the Seller and the Buyer herein that should any dispute arise as to the terms and conditions of this timber contract, or should Seller claim that excessive or unreasonable damage was done in the cutting and logging operations to the timber not conveyed or to the surface and improvements, that said matters will be settled by arbitration of three (3) arbitrators, whose majority decision shall be final and binding on the parties hereto. Said arbitrators shall be decided by Seller selecting one arbitrator, the Buyer selecting one arbitrator, and the two arbitrators so selected shall then select the third arbitrator. Said arbitrators shall be graduate foresters.

3. Seller agrees to determine and point out to Buyer the boundary lines of the land hereinabove described. Should Buyer become liable for trespass or damages on timber which is cut within the boundary lines pointed out to Buyer by Seller, then the Seller will assume the liability for such trespass and damage.

4. Penalties for cutting or unduly damaging unmarked (leavetrees) pine or hardwood trees shall be paid by Buyer to Seller as follows:

Pine Sawtimber---\$300 per Thousand Board Feet, Doyle Scale
Hardwood timber--\$300 per Thousand Board Feet, Doyle Scale

5. Buyer assumes responsibility for the prevention and suppression of all forest fires in the area covered by this agreement as a result of Buyer's operations and agrees to pay Seller for the damages resulting from fires caused by Buyer or agents or employees of Buyer.

6. Buyer agrees that in the event any fences or roads situated on the above described property are damaged, the same will be repaired so as to be left in substantially the same condition as said fences or roads were in at the commencement of logging operations.

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7. Buyer agrees to hold Seller harmless from any injury to person or property occurring in connection with the logging operations, and the Seller shall have no liability of any kind to Buyer or any person, firm or corporation for any such injury sustained or suffered as far as the result of any happening or occurrence on or involving said premises of this Timber Contract.

8. The Buyer will notify Seller or Henry Steitz, Forester (telephones 409/856-4545 and 409/856-4743), three days prior to commencing logging operations and three (3) days before completion of logging operations. The purpose of these notifications is to allow Steitz to perform his sale supervisory duties delegated him by the Seller.

9. Seller hereby reserves the right to temporarily suspend Buyer's harvesting operations during periods when, in Seller's discretion, ground conditions are too wet for normal logging. Buyer's obligation to temporarily cease its harvesting operations is contingent upon Buyer receiving written notice of such suspension from Seller, sent certified mail, return receipt requested. Buyer shall have a reasonable period of time, not to exceed twenty-four (24) hours, after receiving such notice to contact its agents and employees and actually effect the suspension. Any such temporary suspension shall automatically extend the "Term" of this timber contract for a period of time equal to the number of days that Buyer ceased its harvesting operations.

EXECUTED this the 31 day of Dec, 1987.

Bill D'Amico, Seller
Bill D'Amico, Seller

by: Bess Frerichs
Brabham-Parker Lumber Co. Inc., Buyer

THE STATE OF TEXAS |

COUNTY OF MONTGOMERY |

This instrument was acknowledged before me on the _____ day of _____ 1987 by Bill D'Amico.

FILED FOR RECORD

88 JUL -8 AM 11:04

Roy Harris

COUNTY CLERK

THE STATE OF TEXAS |

COUNTY OF MONTGOMERY |

This instrument was acknowledged before me on the 31 day of December 1987 by Bess Frerichs of Brabham-Parker Lumber Co. Inc.

Notary Public, State of Texas
My Commission Expires: _____

[Signature]
Notary Public, State of Texas
My Commission Expires: 9-8-88



ROBERT BRABHAM



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BRABHAM-PARKER LUMBER, CO., INC.

MANUFACTURER OF YELLOW PINE LUMBER

SOUTH COCHRAN STREET

P.O. BOX 406 - WILLIS, TEXAS 77378

WILLIS
(409) 856-2071

HOUSTON
(713) 443-8366

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the official Public Records of Real Property of Montgomery County, Texas.

JUL 08 1988



Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS