

PREPARED BY:  
 PROFESSIONAL SERVICES  
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 POTTS CAMP, MISSISSIPPI  
 TELEPHONE 662-333-9009

STATE MS. - DESOTO CO.

MAY 16 11 30 AM '02

STATE OF MISSISSIPPI  
 COUNTY OF DESOTO

TIMBER WARRANTY DEED

BK 419 PG 139  
 W.E. DAVIS CH. CLK.

KNOW ALL MEN BY THESE PRESENTS: That I, JAMES E. BYFORD, of 4655 Chamblin Road, HERNANDO, MS 38632, telephone no. 662-449-5197, hereinafter called the GRANTORS, for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell, Convey and Warrant unto ABBEVILLE FOREST PRODUCT, INC., of P.O. Box 210, ABBEVILLE, MS 38601, telephone no. 662-234-4300, hereinafter called the Grantee, ALL PINE TIMBER NOT MARKED WITH BLUE PAINT AND ON THE ATTACHED PLAT MARKED EXHIBIT "A" AND ATTACHED HERETO BEING located on the following land and property located and situated in DeSoto County, Mississippi, described as follows, to-wit:

**INDEXING: 3 ACRES, MORE OR LESS, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI.**

*Attached to this timber deed as Exhibit "A" is the prospectus, which was relied upon by the parties in reaching their agreement for the sale herein. The said prospectus is made a part hereof and may not be superseded by any other agreement, written or oral, between the parties.*

*Page Two of the above mentioned prospectus is a map of the above described timber. In lieu of a survey description, the said map is made a part hereof in order to describe the timber, which is to be cut.*

This Timber Deed shall be for a period of eighteen (18) months and shall expire at midnight on the 16 day of November, 2007<sup>30<sup>th</sup></sup>. Ownership of all trees and timber remaining on the property at the expiration of this Timber Deed shall revert to Grantor.

This Timber Deed shall be further subject to the following CONDITIONS OF SALE:

1. All Merchantable Pine NOT marked with BLUE paint. No Boundary Line Trees Are to Be Cut.

2. **18 Months** from closing to cut and remove all timber.
3. Buyer will be responsible for all **Severance Taxes**.
4. Grantee, its Agents or Assigns agree that damage to fences will be repaired immediately by the Grantee, or its Agents; (See Map where fences are to be protected.) branches and debris will be cleaned from any streams, drainage ditches, lakes and fields before completion of timber cutting by the Grantee, or its Agents; Grantee, its Agents or Assigns agrees that no toppings will be left in open fields; all roads and bridges will be left in as good or better conditions as found by Grantee, or its Agents; Grantee, its Agents and Assigns, agree to keep property clean and free of all oil cans, garbage, or other litter; Grantee, its Agents and Assigns, will conduct its logging according to the **Best Management Practice Guidelines** as set forth by the Mississippi Forestry Commission; and Grantee, its Agents or Assigns, agree that they maintain adequate liability insurance and will in any and all events hold harmless Grantors, its Agent; from damages to property or injuries to person or persons which may arise from or be incident to said logging operation and will indemnify and hold harmless the Grantors, its Agent; from any lawsuits brought by any party related either directly or indirectly to the cutting and removing of said timber for the term of this contract.

TO HAVE AND TO HOLD THE SAME TO THE SAID GRANTEE, its successors and assigns forever; and grantors and assigns for grantors, their heirs, executors, administrators, and assigns, that grantors are lawfully seized in fee simple of the property herein conveyed; that it is free from all encumbrances, and that grantors have a good right to sell and convey the same; and that grantors, their heirs, executors and administrators shall warrant and defend the same to grantee, its successors and assigns forever, against the lawful claims of all persons.

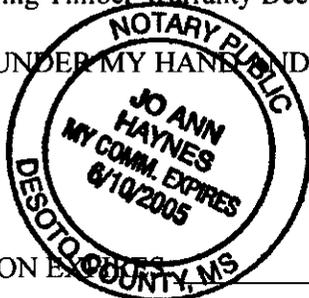
WITNESS OUR SIGNATURES, this the 16<sup>th</sup> day of May, 2002.

*James E. Byford*  
 \_\_\_\_\_  
**JAMES E. BYFORD**

STATE OF MISSISSIPPI  
 COUNTY OF Desoto

PERSONALLY appeared before me, the undersigned authority in and for said County/Parish and State, the within named **JAMES E. BYFORD**, who acknowledged that he signed, sealed and delivered the above and foregoing Timber Warranty Deed on the day and year therein written as his true act and deed.

GIVEN UNDER MY HAND AND SEAL, this the 16<sup>th</sup> day of May, 2002.



*Jo Ann Haynes*  
 \_\_\_\_\_  
 NOTARY PUBLIC

(SEAL)  
 MY COMMISSION EXPIRES \_\_\_\_\_

BK 04 | 9 PG 0 | 4 |

TUE APRIL 2

1:00 PM



# Lamb's Realty & Forestry

April 8, 2002

**BID DATE: April 23, 2002**

DEAR SIR,

ACTING AS AN AGENCY FOR THE BYFORD'S, LAMB'S FORESTRY IS SOLICITING BIDS. THE TIMBER IS SITUATED ON TWO PARCELS ONE IS OWNED BY MR. JAMES BYFORD AND THE OTHER PARCEL IS OWNED BY MRS. LESLIE BYFORD APPROXIMATELY 26 ACRES, IN DESOTO COUNTY, MS. NOTE: BUYERS CAN SUBMIT ONE BID.

**LOCATION:** APPROXIMATELY FOUR MILES EAST OF HERNANDO, MS. ON CHAMBLIN ROAD.

**DESCRIPTION:** 26 ACRES, BEING IN THE SE1/4, OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 7 WEST. ALL BEING IN DESOTO COUNTY, MISSISSIPPI.

### ESTIMATED VOLUME

VOLUMES ARE NOT GUARANTEE, BECAUSE UTILIZATION PRACTICES VARY TO WIDELY." DOYLE SCALE" 100 % TALLEY

SPECIES	VOLUMES	#	TONS
PINE LOGS	23 MBF	144	179
C-N-S	9 MBF	224	87
PULPWOOD	90 CORDS	750	234
Total		1,118	500

390 Sycamore Road • Coldwater, MS 38618 • Phone: 662-233-4424 • Email: dlamb@desotoll.com

"EXHIBIT A"

BK0419PG0142

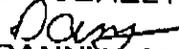
CONDITIONS OF SALE

1. ALL MERCHANTABLE PINE NOT MARKED WITH BLUE PAINT.
2. 18 MONTHS FROM CLOSING TO CUT AND REMOVE ALL TIMBER.
3. BUYER WILL BE RESPONSIBLE FOR ALL SEVERANCE TAXES.
4. GRANTEE, ITS AGENTS OR ASSIGNS AGREE THAT DAMAGE TO FENCES WILL BE REPAIRED IMMEDIATELY BY THE GRANTEE, OR ITS AGENTS; (SEE MAP WHERE FENCES ARE TO BE PROTECTED.) BRANCHES AND DEBRIS WILL BE CLEANED FROM ANY STREAMS, DRAINAGE DITCHES AND FIELDS BEFORE COMPLETION OF TIMBER CUTTING BY THE GRANTEE, OR ITS AGENTS; GRANTEE, ITS AGENTS OR ASSIGNS AGREES THAT NO TOPPINGS WILL BE LEFT IN OPEN FIELDS; ALL ROADS WILL BE LEFT IN AS GOOD OR BETTER CONDITIONS AS FOUND BY GRANTEE, OR ITS AGENTS; GRANTEE, ITS AGENTS AND ASSIGNS, AGREE TO KEEP PROPERTY CLEAN AND FREE OF ALL OIL CANS, GARBAGE, OR OTHER LITTER; GRANTEE, ITS AGENTS AND ASSIGNS, WILL CONDUCT ITS LOGGING ACCORDING TO THE BEST MANAGEMENT PRACTICE GUIDELINES AS SET FORTH BY THE MISSISSIPPI FORESTRY COMMISSION; AND GRANTEE, ITS AGENTS OR ASSIGNS, AGREE THAT THEY MAINTAIN ADEQUATE LIABILITY INSURANCE AND WILL IN ANY AND ALL EVENTS HOLD HARMLESS GRANTORS, ITS AGENT; FROM DAMAGES TO PROPERTY OR INJURIES TO PERSON OR PERSONS WHICH MAY ARISE FROM OR BE INCIDENT TO SAID LOGGING OPERATION AND WILL INDEMNIFY AND HOLD HARMLESS THE GRANTORS, ITS AGENT; FROM ANY LAWSUITS BROUGHT BY ANY PARTY RELATED EITHER DIRECTLY OR INDIRECTLY TO THE CUTTING AND REMOVING OF SAID TIMBER FOR THE TERM OF THIS CONTRACT.
6. GRANTOR RESERVE THE RIGHT TO REJECT ANY OR ALL BIDS.

ALL BIDS WILL BE MAILED TO LAMB'S FORESTRY, 390 SYCAMORE RD, COLDWATER, MS 38618. BIDS SHOULD BE SUBMITTED IN AN ENVELOPE MARKED BYFORD. YOU CAN FAX YOUR BID IN 601-233-4424. BID DATE: APRIL 23, 2002 BIDS WILL BE OPEN AT MY HOUSE 1:00 P.M.

FOR ANY ADDITIONAL INFORMATION CONCERNING THIS SALE, PLEASE CONTACT DANNY LAMB 601-233-4424.

SINCERELY,

  
DANNY LAMB

"Exhibit A"

BK0419PG0143

**ABBEVILLE FOREST PRODUCTS INC.**

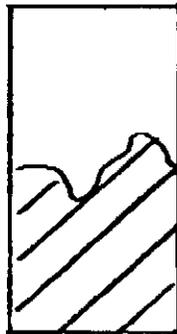
**SECTIONAL PLAT SHEET**

<b>OWNER</b>	<u>James Byford</u>	<b>DATE</b>	<u>4/26/02</u>
<b>SECTION</b>	<u>14</u>	<b>TOWNSHIP</b>	<u>3S</u>
		<b>RANGE</b>	<u>7W</u>
<b>COUNTY</b>	<u>Desoto</u>	<b>STATE</b>	<u>MS</u>
		<b>SCALE:</b>	<u>1"=300'</u>

Clearcut All Pine Area



Center of Section 14



"Exhibit A"