

Lot 7

CONTRACT AND TIMBER DEED

THIS CONTRACT AND TIMBER DEED, made and entered into on this the ____ day of November, 2024, by and between **LEO DENNIE ANDERSON and wife, LINDA ANDERSON**, of 10142 County Road 1000, Brownsburg, Indiana 46112; **GARY LEE ANDERSON and wife, TWILA ANDERSON**, of 1417 Irish Bottom Road, Burkesville, Kentucky 42717; **FREDDIE ANDERSON**, a single person, of 2940 Old Kessler Ridge Road, Summer Shade, Kentucky 42166; **KAREN M. ANDERSON**, a single person, of 86 Dubre Post Office Road, Burkesville, Kentucky 42717 and **BARRY ANDERSON and wife, STEPHANIE ANDERSON**, of 37 Smith Road, Burkesville, Kentucky 42717, hereinafter collectively called "Grantors", and _____, of _____, hereinafter called "Grantee", (whether one or more),

WITNESSETH:

That for and in consideration of the sum of _____ **DOLLARS (\$_____)**, cash in hand paid and in consideration of the mutual covenants hereinafter set forth, the Grantors do hereby sell, assign, transfer, grant and convey unto the Grantee all of the merchantable timber, including all hardwood and cedar, on the following described parcels or tracts of real estate, lying, being and situate in the Dubre Community of Cumberland County, Kentucky, more particularly described as follows, and subject to all the terms and provisions hereafter set forth, to-wit:

TRACT NO. 1:

Being a portion the property of Leo Anderson Et. Al. (Deed Book 77 Page 535, Deed Book 78 Page 17, Deed Book 81 Page 206, Deed Book 106 Page 210 and Will Book "S" Page 179) as recorded in the office of the Cumberland County Court Clerk, and being more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "set rebar" is $\frac{1}{2}$ inch in diameter, eighteen inches in length with plastic cap stamped J. Cooksey PLS #3947. All bearings stated herein are referred to Grid North based on KY Single Zone State Plane Coordinate System taken from G.P.S. Observation on: 11-18-24.

Recorded in Plat Cabinet 3 Slide 153C

Being a certain tract of land lying on the North right-of-way of Hwy #90 (Glasgow Road). Located at or near 13590 Glasgow Road in the Dubre community of Cumberland County, KY.

Beginning at a set $\frac{1}{2}$ " rebar 140.40 ft. from centerline on the North right-of-way of Hwy #90 (Glasgow Road) (R/W Varies) and being a corner to Harold Cooksey (Deed Book 75 Page 272);

Thence leaving said right-of-way with Cooksey N 07 deg 58 min 23 sec W 188.24 ft. to a set $\frac{1}{2}$ " rebar at a fence corner being a corner to Cooksey and the Hazel Huckelby Estate (Deed Book 89 Page 190 and Will Book "T" Page 366);

Thence with the Hazel Huckelby Estate N 04 deg 45 min 06 sec W 89.35 ft. to an 18" hickory; thence N 06 deg 47 min 01 sec E 76.19 ft. to a set $\frac{1}{2}$ " rebar; thence N 09 deg 34 min 28 sec E 362.99 ft. to a 20" walnut; thence N 41 deg 56 min 05 sec E 205.63 ft. to an 18" red oak; thence N 30 deg 44 min 27 sec E 385.57 ft. to a 40" beech found being a corner to the Hazel Huckelby Estate and Wayne Wagler (Deed Book 192 Page 6);

Thence with Wagler generally along the ridge S 70 deg 50 min 39 sec E 326.33 ft. to a 5/8" rebar cap #3914 found; thence S 46 deg 07 min 04 sec E 458.68 ft. to a 5/8" rebar cap #3914 found; thence S 74 deg 16 min 50 sec E 176.64 ft. to a set $\frac{1}{2}$ " rebar in the line of Wagler being a new corner to Tract #2;

Thence severing the lands of Anderson Et. Al. with one new line with Tract #2 S 07 deg 24 min 37 sec W 865.29 ft. to a set $\frac{1}{2}$ " rebar 102.90 ft. from centerline at a power pole on the North right-of-way of Hwy #90 (Glasgow Road) (R/W Varies);

Thence with said right-of-way N 79 deg 42 min 38 sec W 730.87 ft. to a point; thence with a curve turning to the left with a radius of 1029.54 ft., with a delta angle of 19 deg 29 min 43 sec, with a chord bearing of N 88 deg 51 min 07 sec W, with a chord length of 348.62 ft., with an arc length of 350.31 ft. to the beginning containing 26.225 Acres, more or less, as surveyed by Jeremiah Cooksey, PLS #3947 with C&C Land Surveying Inc. on May 29th, 2025. This survey meets all specifications set forth by 201KAR 18:150. This property is subject to any existing r/w's or easements.

TRACT NO. 2:

Being a portion the property of Leo Anderson Et. Al. (Deed Book 77 Page 535, Deed Book 78 Page 17, Deed Book 81 Page 206, Deed Book 106 Page 210 and Will Book "S" Page 179) as recorded in the office of the Cumberland County Court Clerk, and being more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "set rebar" is ½ inch in diameter, eighteen inches in length with plastic cap stamped J. Cooksey PLS #3947. All bearings stated herein are referred to Grid North based on KY Single Zone State Plane Coordinate System taken from G.P.S. Observation on: 11-18-24.

Recorded in Plat Cabinet 3 Slide 153C

Being a certain tract of land lying on the North right-of-way of Hwy #90 (Glasgow Road). Located at or near 13590 Glasgow Road in the Dubre community of Cumberland County, KY.

Beginning at a set ½" rebar 102.90 ft. from centerline at a power pole on the North right-of-way of Hwy #90 (Glasgow Road) (R/W Varies) and being a corner to Tract #1;

Thence leaving said right-of-way and severing the lands of Anderson Et. Al. with one new line with Tract #1 N 07 deg 24 min 37 sec E 865.29 ft. to a set ½" rebar in the line of Wayne Wagler (Deed Book 192 Page 6), being a new corner to Tract #1;

Thence with Wagler S 74 deg 16 min 50 sec E 659.69 ft. to a set ½" rebar in the line of Wagler, being a new corner to Tract #3;

Thence severing the lands of Anderson Et. Al. with one new line with Tract #3 S 23 deg 42 min 10 sec W 824.25 ft. to a set ½" rebar 163.00 ft. from centerline at a on the North right-of-way of Hwy #90 (Glasgow Road) (R/W Varies), being a new corner to Tract #3;

Thence with said right-of-way N 79 deg 42 min 38 sec W 422.06 ft. to the beginning containing 10.368 Acres, more or less, as surveyed by Jeremiah Cooksey, PLS #3947 with C&C Land Surveying Inc. on May 29th, 2025. This survey meets all specifications set forth by 201KAR 18:150. This property is subject to any existing r/w's or easements.

TRACT NO. 3:

Being a portion the property of Leo Anderson Et. Al. (Deed Book 77 Page 535, Deed Book 78 Page 17, Deed Book 81 Page 206, Deed Book 106 Page 210 and Will Book "S" Page 179) as recorded in the office of the Cumberland County Court Clerk, and being more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "set rebar" is ½ inch in diameter, eighteen inches in length with plastic cap stamped J. Cooksey PLS #3947. All bearings stated herein are referred to Grid North based on KY Single Zone State Plane Coordinate System taken from G.P.S. Observation on: 11-18-24.

Recorded in Plat Cabinet 3 Slide153C

Being a certain tract of land lying on the North right-of-way of Hwy #90 (Glasgow Road) and Dubre Post Office Road. Located at or near 13590 Glasgow Road in the Dubre community of Cumberland County, KY. Beginning at a set ½" rebar 163.00 ft. from centerline on the North right-of-way of Hwy #90 (Glasgow Road) (R/W Varies) and being a corner to Tract #2;

Thence leaving said right-of-way and severing the lands of Anderson Et. Al. with one new line with Tract #2 N 23 deg 42 min 10 sec E 824.25 ft. to a set ½" rebar in the line of Wayne Wagler (Deed Book 192 Page 6), being a new corner to Tract #2;

Thence with Wagler S 74 deg 16 min 50 sec E 359.77 ft. to a 5/8" rebar cap #3914 found a corner to Wagler, being a new corner to Tract #4;

Thence severing the lands of Anderson Et. Al. with one new line with Tract #4 S 07 deg 56 min 48 sec W 767.83 ft. to a set ½" rebar on the North right-of-way of Dubre Post Office Road (60 ft. R/W), being a new corner to Tract #4;

Thence with said right-of-way:

N 79 deg 49 min 01 sec W 287.30 ft. to a point on said right-of-way;

Thence with said right-of-way and the North right-of-way of Hwy #90 (Glasgow Road) (R/W Varies) thereafter N 79 deg 42 min 38 sec W 293.45 ft. to the beginning containing 8.487 Acres, more or less, as surveyed by Jeremiah Cooksey, PLS #3947 with C&C Land Surveying Inc. on May 29th, 2025. This survey meets all specifications set forth by 201KAR 18:150. This property is subject to any existing r/w's or easements.

TRACT NO. 4:

Being a portion the property of Leo Anderson Et. Al. (Deed Book 77 Page 535, Deed Book 78 Page 17, Deed Book 81 Page 206, Deed Book 106 Page 210 and Will Book "S" Page 179) as recorded in the office of the Cumberland County Court Clerk, and being more particularly described as follows:

Unless stated otherwise, any monument referred to herein as a "set rebar" is ½ inch in diameter, eighteen inches in length with plastic cap stamped J. Cooksey PLS #3947. All bearings stated herein are referred to Grid North based on KY Single Zone State Plane Coordinate System taken from G.P.S. Observation on: 11-11-24.

Recorded in Plat Cabinet 3 Slide 153C

Being a certain tract of land lying on the North right-of-way of Dubre Post Office Road. Located at or near 13590 Glasgow Road in the Dubre community of Cumberland County, KY.

Beginning at a set ½" rebar on the North right-of-way of Dubre Post Office Road (60 ft. R/W) and being a corner to Tract #3;

Thence leaving said right-of-way and severing the lands of Anderson Et. Al. with one new line with Tract #3 N 07 deg 56 min 48 sec E 767.83 ft. to a 5/8" rebar cap #3914 found a corner to Wayne Wagler (Deed Book 192 Page 6), being a new corner to Tract #3;

Thence with Wagler N 72 deg 09 min 38 sec E 279.71 ft. to a 5/8" rebar cap #3914 found; thence S 68 deg 27 min 01 sec E 450.46 ft. to a 12" cedar found; thence S 37 deg 53 min 09 sec E 59.52 ft. to a set ½" rebar, being in the line of Wagler and a corner to Freddy Anderson (Deed Book 180 Page 721);

Thence with Anderson S 16 deg 17 min 52 sec W 374.09 ft. to a set ½" rebar, being a corner to Anderson and Leo Anderson Et. Al. (Deed Book 77 Page 535, Deed Book 78 Page 17, Deed Book 81 Page 206, Deed Book 106 Page 210 and Will Book "S" Page 179);

Thence severing the lands of Anderson Et. Al with four new lines: N 73 deg 42 min 08 sec W 268.97 ft. to a set ½" rebar; thence S 10 deg 58 min 12 sec W 111.38 ft. to a set ½" rebar at a snag; thence S 32 deg 11 min 51 sec E 34.51 ft. to a set ½" rebar; thence S 10 deg 24 min 06 sec W 292.91 ft. to a set ½" rebar on the North right-of-way of Dubre Post Office Road (60 ft. R/W) being a new corner to Anderson Et. Al;

Thence with said right-of-way N 79 deg 24 min 30 sec W 416.20 ft. to the beginning containing 11.014 Acres. more or less, as surveyed by Jeremiah Cooksey, PLS #3947 with C&C Land Surveying Inc. on May 29th, 2025. This survey meets all specifications set forth by 201KAR 18:150. This property is subject to any existing r/w's or easements.

This being a portion of the property acquired by the Grantors, Gary Anderson, Freddie Anderson, Karen M. Anderson and Barry Anderson as devisees under the Last Will and Testament of Russell L. Anderson probated in Cumberland District Court, found of record in Will Book S, at Page 179 therein, office of the Cumberland County Clerk. Decedent, Russell L. Anderson acquired title to subject property and by Deed of Conveyance dated January 10, 1977, from Russell Anderson, et al., as Grantors, found of record in Deed Book 78, at Page 17 therein, office of the Cumberland County Clerk. Upon the death of Evelyn Anderson on October 28, 2021, fee simple title vested in Russell Anderson pursuant to the survivorship provisions contained in said deed.

Grantor, Leo Dennie Anderson acquired his interest by virtue of a Deed of Conveyance dated April 25, 1981 from Russell Anderson, et al., as Grantors, found of record in Deed Book 81, at Page 206 and by Deed of Conveyance dated January 2, 1995, from Claude C. Anderson, et ux., as Grantors, found of record in Deed Book 106, at Page 210 therein, office of the Cumberland County Clerk.

Grantors and Grantee specifically and expressly agree to the following mutual covenants and/or conditions which shall be considered a vital part of the consideration transferred herein.

1. Grantors hereby agree to sell, and Grantee agrees to purchase, all of the

merchantable timber and trees now standing and growing on the property of the Grantor, measured 12" inches or greater, at the stump, including all cedar.

2. The Grantee shall have Twenty-four (24) months from the date of closing to cut and remove the above mentioned timber.

3. The Grantee shall have full rights of ingress and egress, together with the right to construct and maintain logging yards and logging roads, and the Grantee shall have all other reasonable and necessary incidental rights on and over the above described property of the Grantors in order to economically cut and remove the timber on said property.

4. The Grantee shall remove all tops and boughs from the fields of the Grantors, pushing them into the woods for the use and benefit of the Grantors, and shall level all logging roads and logging yards which may be located in the Grantor's pasture fields back into the condition they were in at the beginning of the contract period, and shall sow seed in the fields.

5. The Grantors agree that the Grantee may cut inside any existing fences and pull them back to facilitate the timber cutting operations, and repair any damaged fencing when complete.

6. The Grantors covenanted that it is lawfully seized and possessed of the aforesaid timber, that it has full power and lawful authority to convey the same and that said title thereto is free, clear and unencumbered, and that the Grantors will warrant and defend the same against all lawful claims.

7. The Grantee shall be solely responsible for any and all liability, claims and/or causes of action arising out of or as a result of any personal injury or property damage incurred or inflicted during the term and course of the timber-cutting operations which are the subject of this contract, and the Grantee shall maintain sufficient insurance against personal injury and property loss, as may be required by pertinent statutes, rules and regulations. Grantee is required to

IN TESTIMONY WHEREOF, witness my hand and seal of office, this the _____ day
of November, 2025.

NOTARY PUBLIC
MY COMMISSION EXPIRES:
Notary ID No.

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

I, a Notary Public in and for Commonwealth and County aforesaid, do hereby certify
that the foregoing document was on this date produced before me in said County and
Commonwealth by Freddie Anderson, a single person, Grantor thereto, who executed and
acknowledged the same to be his free and voluntary act and deed for the purposes therein
expressed.

IN TESTIMONY WHEREOF, witness my hand and seal of office, this the _____ day
of November, 2025.

NOTARY PUBLIC
MY COMMISSION EXPIRES:
Notary ID No.

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

I, a Notary Public in and for Commonwealth and County aforesaid, do hereby certify
that the foregoing document was on this date produced before me in said County and
Commonwealth by Karen M. Anderson, a single person, Grantor thereto, who executed and
acknowledged the same to be her free and voluntary act and deed for the purposes therein
expressed.

IN TESTIMONY WHEREOF, witness my hand and seal of office, this the _____ day
of November, 2025.

NOTARY PUBLIC
MY COMMISSION EXPIRES:
Notary ID No.

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

I, a Notary Public in and for Commonwealth and County aforesaid, do hereby certify
that the foregoing document was on this date produced before me in said County and
Commonwealth by Barry Anderson and wife, Stephanie Anderson, Grantor thereto, who executed
and acknowledged the same to be their free and voluntary act and deed for the purposes therein
expressed.

IN TESTIMONY WHEREOF, witness my hand and seal of office, this the _____ day
of November, 2025.

NOTARY PUBLIC
MY COMMISSION EXPIRES:
Notary ID No.

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

I, a Notary Public in and for Commonwealth and County aforesaid, do hereby certify
that the foregoing document was on this date produced before me in said County and
Commonwealth by _____, Grantee thereto, who
executed and acknowledged the same to be the free and voluntary act and deed of said entity for
the purposes therein expressed, and they are duly authorized to so bind the entity.

IN TESTIMONY WHEREOF, witness my hand and seal of office, this the —— day of _____, 2025.

NOTARY PUBLIC
MY COMMISSION EXPIRES:
Notary ID No.