

Lot 8

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. 5:

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 South right-of-way of Hwy #90 (Glasgow Road) and on the East right-of-way of Anderson Lane. Located at or near 13590 Glasgow Road in the Dubre community of Cumberland County, KY.

Beginning at a set ½" rebar 92.92 ft. from centerline on the South right-of-way of Hwy #90 (Glasgow Road) (R/W Varies) and on the East right-of-way of Anderson Lane (30 ft. R/W);

Thence with the right-of-way Hwy #90 (Glasgow Road) (R/W Varies) for four calls:

N 74 deg 53 min 42 sec E 122.04 ft.

to a R/W monument found 79.63 ft. from centerline;

N 87 deg 29 min 32 sec E 335.58 ft.

to a R/W monument found 74.65 ft. from centerline;;

S 80 deg 28 min 59 sec E 383.68 ft.

to a R/W monument found 74.93 ft. from centerline;

S 70 deg 50 min 29 sec E 651.47 ft.

to a set ½" rebar 85.70 ft. from centerline on South right-of-way of Hwy #90 (Glasgow Road) (R/W Varies), being a new corner to Tract #6;

Thence leaving said right-of-way and severing the lands of Anderson Et. Al. with one new line with Tract #6 S 19 deg 06 min 10 sec W, passing a set ½" rebar at a 14" oak at 370.61 ft., for a total distance of 413.29 ft. to a point in Marrowbone Creek;

Thence continuing to sever the lands of Anderson Et Al. along the meanders of the creek with Tract #6 for five calls:

N 22 deg 16 min 35 sec W 142.89 ft.

N 22 deg 49 min 16 sec W 107.65 ft.

N 73 deg 30 min 21 sec W 124.23 ft.

S 84 deg 29 min 57 sec W 98.89 ft.

S 88 deg 20 min 49 sec W 411.43 ft.

to a point in the creek, being a corner to the David Anderson Estate (Deed Book 77 Page 586);

Thence with the David Anderson Estate with the meanders of the creek for six calls:

S 77 deg 41 min 16 sec W 248.05 ft.

N 72 deg 47 min 34 sec W 69.03 ft.

N 47 deg 18 min 50 sec W 287.34 ft.

N 64 deg 01 min 54 sec W 109.34 ft.

N 82 deg 19 min 59 sec W 80.55 ft.

S 70 deg 25 min 30 sec W 103.21 ft.

to a point on the East right-of-way of Anderson Lane (30 ft. R/W), being a corner to the David Anderson Estate;

Thence with said right-of-way for ten calls:

N 03 deg 27 min 56 sec W, passing a set ½" rebar at 36.67 ft.,

for a total distance of 46.80 ft.;

N 18 deg 59 min 45 sec E 20.42 ft.

N 46 deg 59 min 52 sec E 14.58 ft.

N 75 deg 12 min 04 sec E 17.72 ft.

S 85 deg 56 min 14 sec E 43.43 ft.

N 86 deg 55 min 43 sec E 41.09 ft.

N 63 deg 13 min 46 sec E 41.67 ft.

N 43 deg 37 min 18 sec E 44.13 ft.

N 27 deg 20 min 36 sec E 41.18 ft.

N 13 deg 36 min 10 sec E 23.27 ft.

to the beginning containing 11.512 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. 6:

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 South right-of-way of Hwy #90 (Glasgow Road) and the West right-of-way of Leatherwood Road. Located at or near 13590 Glasgow Road in the Dubre community of Cumberland County, KY.

Beginning at a ½" rebar cap #3970 found 85.70 ft from centerline on the South right-of-way of Hwy #90 (Glasgow Road) (R/W Varies) and being a corner to Janet Clark (Deed Book 163 Page 101, Deed Book 107 Page 588 and Plat Cabinet 3 Slide 137A);

Thence leaving said right-of-way with Clark: S 19 deg 06 min 10 sec W, passing a ½" rebar cap #3970 found at 384.00 ft., for a total distance of 447.31 ft. to a point in Marrowbone Creek;

Thence with Clark with the meanders of the creek for five calls:

S 34 deg 22 min 44 sec E 81.95 ft.

S 53 deg 54 min 37 sec E 95.11 ft.

S 71 deg 02 min 24 sec E 152.30 ft.

S 78 deg 39 min 15 sec E 212.52 ft.

S 77 deg 33 min 45 sec E 309.78 ft.

to a point in the creek on the West right-of-way of Leatherwood Road (30 ft. R/W) (Referenced: S 10 deg 10 min 41 sec W 30.0 ft. from a ½" rebar cap #3970 found), being a corner to Clark and Shelia Parke Et. Al. (Deed Book 117 Page 684);

Thence leaving said right-of-way with Parke Et. Al. S 54 deg 49 min 27 sec W 167.92 ft. to a set ½" rebar at a 12" buckeye; thence S 57 deg 00 min 20 sec W 321.26 ft. to a set ½" rebar at a fence corner; thence S 74 deg 52 min 37 sec W 33.40 ft. to a set ½" rebar at a stone; thence N 67 deg 33 min 40 sec W 124.03 ft. to a set ½" rebar at a 14" cherry snag; thence S 62 deg 50 min 33 sec W 583.77 ft. to a set ½" rebar at a stone; thence S 14 deg 32 min 02 sec W 178.08 ft. to a set ½" rebar at a 12" hackberry stump; thence S 78 deg 01 min 16 sec W 368.10 ft. to a set ½" rebar at a maple stump; thence S 44 deg 49 min 55 sec W 255.19 ft. to a 20" hickory; thence S 04 deg 45 min 53 sec E 108.29 ft. to a 24" walnut;

thence S 68 deg 22 min 59 sec W 95.31 ft. to a set ½" rebar at a stone and 36" pin oak; thence S 83 deg 23 min 15 sec W 449.68 ft. to a set ½" in the line of Parke Et. Al. and a corner to the David Anderson Estate (Deed Book 77 Page 586);

Thence with the David Anderson Estate N 13 deg 46 min 15 sec W 158.76 ft. to a set ½" rebar at an 8" maple; thence N 01 deg 24 min 11 sec W 140.04 ft. to a set ½" rebar at a stone; thence N 23 deg 42 min 18 sec E 59.72 ft. to a set ½" rebar at a 36" oak; thence N 37 deg 10 min 39 sec E 77.47 ft. to a 20" maple; thence N 30 deg 21 min 21 sec E 172.75 ft. to a 30" pin oak; thence N 27 deg 07 min 31 sec E 135.45 ft. to a set ½" rebar at a 10" buckeye; thence N 45 deg 02 min 49 sec E 131.02 ft. to a set ½" rebar at a 6" buckeye; thence N 57 deg 40 min 58 sec E 169.76 ft. to a set ½" rebar at a 36" beech stump; thence N 43 deg 15 min 03 sec E 195.31 ft. to a 14" walnut; thence N 52 deg 26 min 30 sec E 88.52 ft. to a 36" elm; thence N 53 deg 28 min 15 sec E 189.62 ft. to a set ½" rebar at a post; thence N 52 deg 10 min 24 sec E 320.29 ft. to a set ½" rebar at a fence corner; thence N 41 deg 32 min 42 sec W 213.40 ft. to a set ½" rebar at a stone; thence N 28 deg 38 min 07 sec E 99.00 ft. to a set ½" rebar; thence N 59 deg 32 min 42 sec W, passing a set ½" rebar at 104.43, a total of 160.11 ft. to a point in Marrowbone Creek, being a corner to Anderson Estate and Tract #5;

Thence severing the lands of Leo Anderson Et. Al. with Tract #5 along the meanders of the creek for five calls:

N 88 deg 20 min 49 sec E 283.29 ft.

N 84 deg 29 min 57 sec E 98.89 ft.

S 73 deg 30 min 21 sec E 124.23 ft.

S 22 deg 49 min 16 sec E 107.65 ft.

S 22 deg 16 min 35 sec E 142.89 ft. to a point in Marrowbone Creek;

Thence leaving the creek and continuing to sever the lands of Leo Anderson Et. Al. with one new line with Tract #5 N 19 deg 06 min 10 sec E, passing a set ½" rebar at a 14" oak at 42.68 ft, for a total distance of 413.29 ft. to a set ½" rebar 85.70 ft. from centerline on the South right-of-way of Hwy #90 (Glasgow Road) (R/W varies), being a corner to Tract #5;

Thence with said right-of-way S 70 deg 50 min 29 sec E 30.00 ft. to the beginning containing 33.116 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 provide proof of commercial liability insurance in the minimum amount of \$1,000,000.00 and Worker's Compensation insurance, certificates for all employees.

8. Grantee shall cut timber according to Forestry Department recommendations and shall maintain an up-to-date Master Logger Certification, and further to use due diligence and best efforts to ensure that only his employees, agents, assigns or subcontractors are present on the Grantors' property during the term and course of the timber-cutting operations referenced herein.

9. This **Contract and Timber Deed** shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, assigns, Executors, Administrators and all personal representatives thereof.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto as of the day and year first hereinabove written.

GRANTOR:

DENNIE LEO ANDERSON

LINDA ANDERSON

GARY LEE ANDERSON

TWILA ANDERSON

FREDDIE ANDERSON

KAREN M. ANDERSON

BARRY ANDERSON

STEPHANIE ANDERSON

GRANTEE:

By: _____

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 Leo Dennie Anderson and wife, Linda 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 Gary Lee Anderson and wife, Twila 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 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.