

**CONTRACT AND TIMBER DEED**

**THIS CONTRACT AND TIMBER DEED**, made and entered into on this the \_\_\_\_ day of September, 2025, by and between **DAVID R. IRWIN and wife, TAMMY IRWIN**, of 588 Albany Landing Road, Albany, Kentucky 42602; **DAVID KURTIS IRWIN and wife, MAKENZIE IRWIN**, of 121 Story Cemetery Road, Albany, Kentucky 42602 and **JOEL KOCH and wife, SARAH KOCH**, of 1587 Brush Creek 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, upon the day of Auction on September 26, 2025, on the following described parcel or tract of real estate, lying, being and situate in Clinton County, Kentucky, more particularly described as follows, and subject to all the terms and provisions hereafter set forth, to-wit:

**TRACT NO. 2 OF SURVEY DATED APRIL 7, 2025**

**Being a certain tract or parcel of land lying and being in Clinton County, Albany, Kentucky, and being more particularly described as follows:**

**Beginning on an iron pin set at station number 539+62 of Kentucky Highway 90 of Highway Project Number APD 199(27) Sheet 9, see deed**

book 53, page 512, thence with said right-of-way South 65° 48' 11" East a distance of 12.73 feet to an iron pin set in said right-of-way, being a corner to Frederick Sawyers Heirs, deed book 89 page 473, thence leaving said right-of-way with the line of Sawyers North 43° 42' 24" East, a distance of 537.34 feet to a steel post found at a fence corner, an iron pin witness set, thence continuing with the line of Sawyers and generally following an existing fence, South 76° 34' 04" East, a distance of 1062.02 feet to a wooden fence post, being a corner to Sawyers and also being a corner to Russell Smith, deed book 93 page 172, thence with the line of Smith North 11° 23' 25" East, a distance of 435.71 feet to wooden fence post at a fence corner, being a corner to Smith and also being a corner to Susan Cash, deed book 162, page 130, thence with the line of Cash and generally following the existing fence North 11° 53' 42" East, a distance of 1448.38 feet to an iron pin found with cap stamped Greg Talbott PLS #3149 in the southern right-of-way of Albany Landing Road, said right-of-way being based on 20 feet left and right of center, as determined from monuments found, thence with said right-of-way North 78° 05' 11" West, a distance of 326.59 feet; thence North 77° 07' 41" West a distance of 489.55 feet, thence North 76° 26' 15" West, a distance of 347.79 feet to an iron pin found with cap stamped Al Cross PLS #2614 in said right-of-way, being a corner to Noreen, Beatrice and Joel Sell deed book 130, page 362, thence leaving the right-of-way with the line of Sell, South 11° 55' 50" West a distance of 1849.17 feet to an iron pin set on the northwest side of a 12' right-of-way, thence along the west side of said 12 foot right-of-way and generally along a fence South 43° 42' 24" West, a distance of 560.96 feet to the beginning and containing 50.27 acres by survey.

Actual field survey performed under the direction of J. A. Staton, P.L.S. #2603 on 04/10/25. The basis for the bearing being from a magnetic observation taken in the field. This survey being subject to any easement, right-of-ways, or other conveyances which may affect the same. All iron pins called for a being set are ½ inch in diameter and a minimum of 18 inches in length and have a plastic identification cap on them with "JA Staton KY PLS 2603/TN RLS 1545" engraved on the top.

#### **RIGHT-OF-WAY:**

For the same consideration heretofore described, the Grantors do hereby grant and deed unto the Grantees, their heirs and assigns, all Grantors' right, title and interest in and to a certain 12' roadway or right-of-way which roadway or right-of-way is for the benefit of the real estate herein conveyed and which is more particularly described in a deed of conveyance from G. T. Riddle, widower to W. W. Riddle, same being dated December 9, 1940 and of record in the aforesaid Clerk's Office in Deed Book No. 23, at Page Nos. 357-358 and also being more particularly described in a deed of conveyance from Cleo Sawyers and wife, Vena Sawyers to G. T. Riddle, same being dated September 23, 1932 and of record in the aforesaid Clerk's Office in Deed Book No. 19, at Page Nos. 190-191, reference being

**made to the roadway provisions in said deeds the same as if they were copied in full, herein.**

**PLAT: For Plat prepared by Clinton Surveying for David Irwin, please see Plat Cabinet 4, Slide 395, office of the Clinton County Clerk's Office.**

This being a portion of the property conveyed to David R. Irwin and wife, Tammy Irwin; David Kurtis Irwin and wife, Makenzie Irwin and Joel Koch and wife, Sarah Koch by virtue of the following: (1) Deed of Conveyance dated May 9, 2025, from David R. Irwin, et al., as Grantors, found of record in Deed Book 181, at Page 393 therein; (2) Deed of Conveyance dated April 30, 2024 from Cassandra Mott, et al., as Grantors, found of record in Deed Book 181, at Page 292 therein, all records in the office of the Clinton 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 above described tract of real estate of the Grantors, measured 12" inches or greater, at the stump, including all cedar.
2. The Grantee shall have Twelve (12) 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 Grantors' 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 covenant that they are 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.

**GRANTORS:**

\_\_\_\_\_  
**DAVID R. IRWIN**

\_\_\_\_\_  
**TAMMY IRWIN**

\_\_\_\_\_  
**DAVID KURTIS IRWIN**

\_\_\_\_\_  
**MAKENZIE IRWIN**

\_\_\_\_\_  
**JOEL KOCH**

\_\_\_\_\_  
**SARAH KOCH**

**GRANTEE:**

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

**COMMONWEALTH OF KENTUCKY**

**COUNTY OF CLINTON**

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 David R. Irwin and wife, Tammy Irwin, Grantors 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 September, 2025.

\_\_\_\_\_  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES:**  
**Notary ID No.**

**COMMONWEALTH OF KENTUCKY**

**COUNTY OF CLINTON**

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 David Kurtis Irwin and wife, Makenzie Irwin, Grantors 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 September, 2025.

\_\_\_\_\_  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES:**  
**Notary ID No.**

**COMMONWEALTH OF KENTUCKY**

**COUNTY OF CLINTON**

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 Joel Koch and wife, Sarah Koch, Grantors 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 September, 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.**