

- 2 - Contract - Mrs. Sue H. Earle - Baker-McDonald Lumber Co.

It is agreed to the following restrictions and reservations as set forth below:

- (1) All timber to be 14" in diameter measured 12" from the ground - this covered in another paragraph.
- (2) All permanent fences to be protected against damage by Purchasers.
- (3) Purchasers agree not to cut any pine timber adjacent to planted pine trees during the seasons that will start borers or other worms insects which may damage said pines as referred to elsewhere as planted pines.
- (4) Purchasers agree during cutting operations to protect the young timber as much as possible.
- (5) No streams to be stopped by brush, tree laps etc., said streams to be kept free and open.
- (6) No trees such as wild cherry, wild orange, etc., poisonous or injurious to the cattle shall be cut. If necessary to cut, tops and laps must be placed out of reach of cattle.
- (7) No ditches or drains to be stopped by brush, laps or saw dust. If desired and convenient, Purchasers may fill up the gullies or washes with tree tops, brush and so forth.
- (8) No trees such as shade trees around houses and house sites on premises are to be cut.
- (9) Purchasers agree in case timber is cut in pastures where cattle are to notify the Seller in advance so cattle may be moved to other pastures.

It is further agreed that in the event the Purchasers should find it necessary and convenient to place a saw mill on said premises they will take all precaution to avoid fires and that saw dust does not, or is not allowed to, stop streams and ditches. Further that the Purchasers in their absence will leave a reliable, competent foreman on the job.

To the faithful performance of these covenants the parties hereto bind, themselves, their heirs, executors, administrators and assigns.

In WITNESS WHEREOF, the parties have hereunto set their hands and seals this the day and year first written.

Sue H. Earle  
Seller

BAKER-MCDONALD LUMBER COMPANY

By George W. Baker, S.

In the presence of:

F. E. Tritton  
R. D. Nesbitt