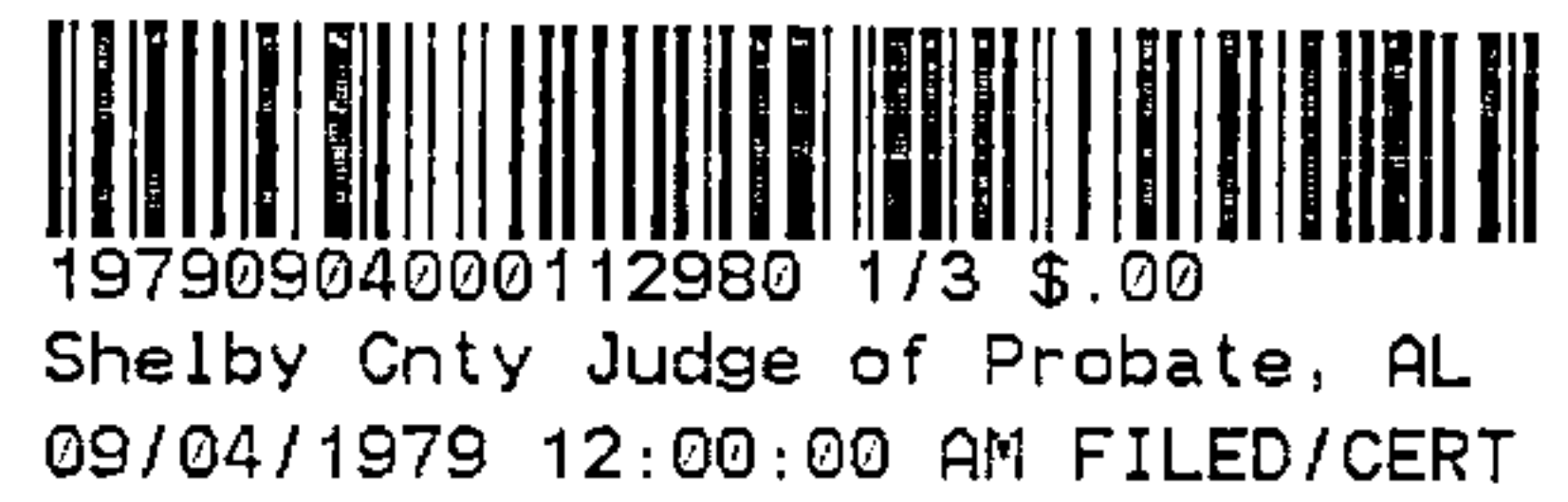


66
AGREEMENT

STATE OF ALABAMA

SHELBY COUNTY



Agreement made the 29 day of August, 1979, between Kimberly-Clark Corporation and J. L. Batson, Jr. and wife, Elizabeth S. Batson.

In Consideration of a Timber Deed conveyed by John T. Batson, a single man, James L. Batson, III and wife, Marie Batson, James L. Batson, Jr. and wife, Elizabeth Smith Batson, dated the 29 day of August, 1979, and in consideration of the mutual promises hereinafter stated, Kimberly-Clark Corporation and J. L. Batson, Jr. and wife, Elizabeth S. Batson, agree as follows:

32 PAGE 447
I. Kimberly-Clark Corporation agrees to cut unmarked pine timber in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 20 South, Range 1 East, Shelby County, Alabama, cutting timber 10" and larger for 200 yards on the ridge along County Road 61, EXCEPT that a 12 foot strip along the fence adjacent to said County Road 61 is to be clear cut. The remainder of said $\frac{1}{4}$ - $\frac{1}{4}$ section is to be clear cut. In exchange for the right to cut said timber, Kimberly-Clark Corporation guarantees a price of \$8.50 per cord for pulpwood and \$90.00 a thousand for sawtimber. The amount paid for cut timber shall be in addition to the \$500.00 already paid by Kimberly-Clark Corporation. The right to cut said timber shall expire eighteen (18) months from the date of the execution of this agreement.

II. In cutting the timber under the right given in Section I above and under the Timber Deed covering the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 20 South, Range 1 East, dated the 29 day of August, 1979, Kimberly-Clark Corporation agrees to the following:

1. Kimberly-Clark Corporation shall protect the environment by conducting its operations so as to prevent debris from entering water courses on said land. In the event that debris resulting from Kimberly-Clark Corporation's logging operations enters water courses in amounts which may adversely affect the natural flow of the stream, Kimberly-Clark Corporation shall remove such debris as soon as practicable. When the flow in a water course is necessarily diverted by Kimberly-Clark Corporation's activities, such flow shall be restored through the natural course as soon as practicable.

Kimberly-Clark Corporation shall perform logging operations in a manner reasonably calculated to minimize soil erosion. Damage resulting from Kimberly-Clark Corporation's logging due to failure to protect from erosion shall be repaired by Kimberly-Clark Corporation.

2. Kimberly-Clark Corporation shall conduct logging operations with as much care as possible to avoid injury to fences on said property.

3. Kimberly-Clark Corporation shall indemnify and hold harmless said J. L. Batson, Jr. against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the logging operations caused in whole or in part by any negligent act or omission of Kimberly-Clark Corporation, any of its agents, employees or sub-contractors or anyone directly or indirectly employed by any of them, including, but not limited to, claims made by any utilities who have suffered damage as a result of the logging operations.

4. Kimberly-Clark Corporation agrees to protect uncut trees from damage or destruction due to logging operations. In the event such trees are unnecessarily or negligently damaged or destroyed by Kimberly-Clark Corporation's logging operations, said Kimberly-Clark Corporation agrees to pay a reasonable amount of damages for each uncut tree damaged or destroyed.

In Witness Whereof, we have hereunto set our hands and seals this 29th day of August, 1979.

19790904000112980 2/3 \$.00
Shelby Cnty Judge of Probate, AL
09/04/1979 12:00:00 AM FILED/CERT

KIMBERLY-CLARK CORPORATION

By J. L. Batson, Jr.

Division Vice President

J. L. Batson, Jr.

J. L. Batson, Jr.

Elizabeth S. Batson

Elizabeth S. Batson

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that F. G. Comer, whose name as Division Vice President of Kimberly-Clark Corporation, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 29th day of August, 1979.

Medina M. Morris
Notary Public

Alabama State at Large
Commission expires: May 17, 1980

State of Alabama
Shelby County

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that J. L. Batson, Jr. and wife Elizabeth S. Batson, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of August, 1979.

William T. Hall
Notary Public

19790904000112980 3/3 \$.00
Shelby Cnty Judge of Probate, AL
09/04/1979 12:00:00 AM FILED/CERT

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
NOTARY PUBLIC

1979 SEP -4 PM 2:18

Thomas A. Brownlee, Jr.
JUDGE OF PROBATE

Rec. 4.50
Ind. 1.00
5.50