

250,000.05

STATE OF ALABAMA)

Inst # 1997-28869

SHELBY COUNTY )

09/08/1997-28869  
01:11 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
TIMBER DEED 293.50

Know all men by these presents, that **Quaker Square Development Co., Inc.**, an Alabama corporation (hereinafter called SELLER), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid by **Kimberly-Clark Tissue Company** (hereinafter called PURCHASER), the receipt of which is hereby acknowledged, and subject to the terms and conditions hereinafter set forth, does hereby grant, sell and convey unto the said PURCHASER all merchantable pine and hardwood timber, with full warranty, on the real property lying and being situated in Shelby County, Alabama, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), subject to the terms of that certain letter agreement dated August 21, 1997, between SELLER and PURCHASER, a copy of which is attached hereto as Exhibit B (the "Letter Agreement").

TO HAVE AND TO HOLD unto the said PURCHASER, its successors and assigns, for a period of up to 24 months (subject to the terms of the Letter Agreement) commencing with the date hereof. At the end of such period, the timber herein conveyed but not removed shall revert to the SELLER, its successors and assigns. If all harvesting of timber is totally completed at an earlier date, a timber deed release will be issued so that land management activities may begin.

SELLER covenants and warrants unto the PURCHASER, its successors and assigns, that it has a good right to sell and convey said timber as herein provided, and that the same is free from all liens and encumbrances, and that the SELLER will warrant and defend the title to the same and the peaceable possession thereof unto the PURCHASER against the lawful claims and demands of all persons whomsoever.

SELLER agrees to allow PURCHASER ingress and egress across the Property for the purpose of harvesting and transporting SELLER'S timber. SELLER also guarantees to PURCHASER a reasonable access to and from the said timber. Any delay of harvesting operations due to conflicts of proposed access to timber described herein shall result in an extension of the timber deed expiration date by an amount of time equal to that necessary to resolve any access conflicts.

PURCHASER agrees that harvesting and transporting operations shall be performed in a careful, workmanlike and prudent manner so as to cause as little damage as possible to those trees not conveyed in this deed. PURCHASER'S harvesting operations shall comply with Alabama Forestry Best Management Practices, and Streamside Management Zones will apply, if necessary. PURCHASER shall obtain all necessary federal, state and local permits and

approvals relating to storm water run-off, wetlands and endangered species.

PURCHASER agrees promptly to repair all damage to fences caused by the logging operations and further to leave no foreign trash or debris on the Property.

PURCHASER shall be considered as an independent contractor, and in no matter or form shall PURCHASER be considered an employee of the SELLER. The SELLER agrees that the removal of the timber shall be at the sole risk of the PURCHASER for any injury, loss or damage to person or property occasioned by the removal of the timber.

SELLER makes no warranty or representations concerning the condition of the timber conveyed hereby, or the quality, quantity, or kind of timber conveyed. PURCHASER assumes all risk of and shall save SELLER harmless from (1) all liability resulting from or in any way connected with PURCHASER'S harvesting operations and (2) damage sustained by PURCHASER'S agent's employees, licensees and invitees while traveling to and from the Property.

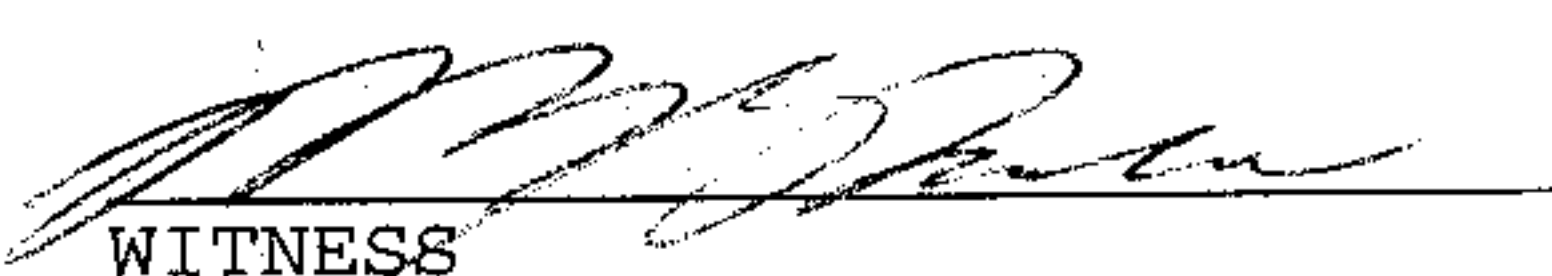
PURCHASER agrees to hold the SELLER harmless for any injury, loss or damage suffered due to the removal of timber or the other activities of PURCHASER hereunder, specifically including, without limitation, any liability relating to environmental or wetlands issues.

PURCHASER shall have the right to use existing roads located on the Property, and to build any new roads which may in its opinion be necessary. All existing roads will be left in as good or better condition than they existed immediately prior to harvesting operations.

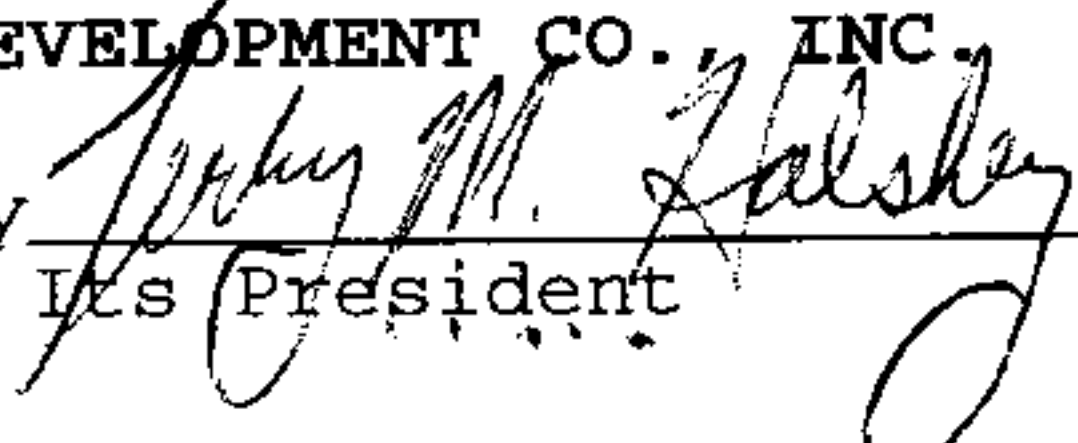
In the event that all or any part of the Property shall at any time or times be (1) taken through right of condemnation, or (2) utilized by any person, firm, corporation or agency in the exercise or rights to explore for, or to extract from the Property, oil, gas or other minerals, PURCHASER shall be entitled to compensation and payment from such person, firm, corporation or agency for all losses, costs, expenses or damages sustained by PURCHASER by virtue of any and all impairment or loss of its use and enjoyment of said Property and the timber located thereon.

The covenants and conditions contained herein shall be binding upon and inure for the benefit of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, SELLER has caused this deed to be executed by its duly authorized officer this 3 day of September, 1997.

  
WITNESS

QUAKER SQUARE  
DEVELOPMENT CO., INC.


By   
Its President

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Terry M. Habshey, whose name as President of Quaker Square Development Co., Inc., an Alabama 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 said 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 3 day of September, 1997.

  
Notary Public

AFFIX SEAL

My commission expires: 1-4-99

This instrument prepared by:

Dawn Helms Sharff  
WALSTON, WELLS, ANDERSON & BAINS, LLP  
505 N. 20th Street, Suite 500  
P.O. Box 830642  
Birmingham, Alabama 35283-0642  
(205) 251-9600



A parcel of land situated in Sections 19, 20 and 30, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Begin at a 3" capped iron locally accepted to be the Northeast corner of said Section 20, thence run South  $0^{\circ}02'26''$  West for a distance of 2,676.15 feet to a 3" capped iron locally accepted to be the Southeast corner of the Northeast Quarter of said Section 20, thence run North  $88^{\circ}46'03''$  West for a distance of 1,312.22 feet to a 3" capped iron locally accepted to be the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 20; thence run South  $0^{\circ}00'45''$  West for a distance of 1,333.63 feet to an 3" capped iron locally accepted to be the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 20; thence run North  $88^{\circ}29'39''$  West for a distance of 1,314.43 feet to a 3" capped iron locally accepted to be the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 20, thence run South  $0^{\circ}03'02''$  West for a distance of 1,331.67 feet to a 3" capped iron locally accepted to be the Southeast corner of the Southwest Quarter of said Section 20; thence run North  $88^{\circ}22'26''$  West for a distance of 2,629.79 feet to a 3" capped iron locally accepted to be the Southwest corner of said Section 20; thence run South  $0^{\circ}11'28''$  West for a distance of 1,320.14 feet to a 3" capped iron locally accepted to be the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 30, thence run South  $89^{\circ}42'33''$  West for a distance of 1,312.29 feet to a 3" capped iron locally accepted to be the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 30, thence run South  $0^{\circ}14'47''$  West for a distance of 2,649.32 feet to a 3" capped iron locally accepted to be the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 30; thence run South  $89^{\circ}47'09''$  West for a distance of 1,315.02 feet to a 3" capped iron locally accepted to be the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 30, thence run North  $12^{\circ}07'56''$  West for a distance of 1,554.53 feet more or less to the centerline of the Cahaba River, thence run along the meandering of the Cahaba River North  $80^{\circ}47'48''$  East for a distance of 464.03 feet to a point, thence run North  $38^{\circ}58'50''$  East for a distance of 297.25 feet to a point, thence run North  $36^{\circ}25'09''$  West for a distance of 328.07 feet to a point; thence run North  $57^{\circ}12'43''$  West for a distance of 829.79 feet to a point; thence run North  $66^{\circ}29'44''$  West for a distance of 263.68 feet to a point; thence run North  $9^{\circ}33'57''$  West for a distance of 272.76 feet to a point, thence run North  $41^{\circ}22'48''$  East for a distance of 1,149.91 feet to a point, thence run North  $75^{\circ}01'12''$  East for a distance of 79.32 feet to a point, thence run North  $31^{\circ}35'40''$  East for a distance of 187.03 feet to a point, thence run North  $17^{\circ}10'04''$  East for a distance of 254.50 feet to a point, thence run North  $8^{\circ}32'15''$  East for a distance of 190.47 feet to a point, thence run North  $21^{\circ}07'33''$  East for a distance of 166.82 feet to a point, thence run North  $10^{\circ}36'53''$  East for a distance of 417.99 feet to a point, thence run North  $1^{\circ}44'46''$  East for a distance of 189.21 feet to a point, thence run North  $70^{\circ}05'31''$  East for a distance of 165.64 feet to a point, thence run South  $82^{\circ}15'12''$  East for a distance of 125.48 feet to a point; thence run South  $67^{\circ}02'51''$  East for a distance of 941.63 feet to a point, thence run South  $71^{\circ}59'39''$  East for a distance of 538.07 feet to a point, thence run South  $82^{\circ}16'39''$  East for a distance of 286.29 feet to a point, thence run North  $88^{\circ}31'49''$  East for a distance of 382.50 feet to a point; thence run North  $85^{\circ}11'15''$  East for a distance of 253.72 feet to a point, thence run North  $56^{\circ}44'26''$  East for a distance of 263.05 feet to a point; thence run North  $32^{\circ}45'45''$  East for a distance of 285.68 feet to a point; thence run North  $20^{\circ}14'06''$  East for a distance of 432.64 feet to a point; thence run North  $5^{\circ}16'07''$  West for a distance of 274.15 feet to a point; thence run North  $4^{\circ}49'59''$  East for a distance of 331.87 feet to a point, thence run North  $14^{\circ}03'24''$  East for a distance of 188.60 feet to a point; thence run North  $16^{\circ}00'29''$  East for a distance of 219.34 feet to a point; thence run North  $0^{\circ}25'14''$  West for a distance of 168.43 feet to a point, thence run North  $35^{\circ}44'38''$  West for a distance of 147.67 feet to a point; thence run North  $45^{\circ}00'57''$  West for a distance of 1,139.36 feet to a point on the Southeast right-of-way line of Shelby County Road No. 52, thence leaving the meandering of the Cahaba River run North  $39^{\circ}22'16''$  East along said Southeast right-of-way line for a distance of 243.21 feet to an iron pin set on a curve to the right having a radius of 1,002.29 feet and a central angle of  $36^{\circ}05'00''$ , thence run along the arc of said curve and also along said Southeast right-of-way line for a distance of 631.22 feet to a concrete monument found, thence run tangent to last stated curve North  $75^{\circ}27'16''$  East along said Southeast right-of-way line for a distance of 598.20 feet to a concrete monument found on a curve to the left having a radius of 613.61 feet and a central angle of  $40^{\circ}55'00''$ , thence run in a Northeasterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance of 438.22 feet to a concrete monument found, thence run tangent to last stated curve North  $34^{\circ}32'16''$  East and along said Southeast right-of-way line for a distance of 390.20 feet to a concrete monument found on a curve to the right having a radius of 915.55 feet and a central angle of  $27^{\circ}38'00''$ , thence run in a northeasterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance of 441.56 feet to a concrete monument found; thence run tangent to last stated curve North  $62^{\circ}10'16''$  East along Southeast right-of-way line for a distance of 391.17 feet to an iron pin set on the North line of said Section 20, thence run South  $88^{\circ}56'52''$  East along said North line leaving said Southwest right-of-way line for a distance of 2,762.26 feet to the point of beginning. Said parcel of land containing 660.29 acres more or less.

## Exhibit A continued

A parcel of land situated in Section 30, Township 20 South, Range 3 West, and Section 25, Township 20 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows: Begin at an iron pin found, locally accepted to be the Southeast corner of the Southwest Quarter of said Section 30, thence run North  $0^{\circ}18'35''$  East along the East line of said Southwest  $\frac{1}{4}$  for a distance of 1322.52 feet to an iron pin found; thence run North  $12^{\circ}07'56''$  West for a distance of 1554.53 feet to the centerline of the Cahaba River; thence run in a northwesterly direction along the meandering of the centerline of the Cahaba River for a distance of 2400.00 feet more or less to the intersection of the East line of said Section 30 and the centerline of said Cahaba River; thence run North  $64^{\circ}25'09''$  West along the centerline of said Cahaba River for a distance of 974.87 feet to a point; thence run South  $50^{\circ}38'04''$  West along the centerline of said Cahaba River for a distance of 207.95 feet to a point; thence run South  $36^{\circ}42'14''$  West along the centerline of said Cahaba River for a distance of 226.66 feet to a point; thence run South  $06^{\circ}46'21''$  West along the centerline of said Cahaba River for a distance of 740.06 feet to a point; thence run South  $3^{\circ}19'11''$  West along the centerline of said Cahaba River for a distance of 686.11 feet to a point; thence run South  $38^{\circ}38'07''$  East along the centerline of said Cahaba River for a distance of 176.14 feet to a point; thence run South  $59^{\circ}53'07''$  East along the centerline of said Cahaba River for a distance of 403.79 feet to a point; thence run South  $54^{\circ}33'09''$  East along the centerline of said Cahaba River for a distance of 438.05 feet to a point; thence run South  $66^{\circ}06'18''$  East along the centerline of said Cahaba River for a distance of 202.00 feet to a point; thence run South  $58^{\circ}21'13''$  East along the centerline of said Cahaba River for a distance of 764.21 feet to a point; thence run South  $61^{\circ}49'52''$  East along the centerline of said Cahaba River for a distance of 515.10 feet to a point; thence run south  $46^{\circ}03'28''$  East along the centerline of said Cahaba River for a distance of 374.04 feet to a point; thence run South  $4^{\circ}55'48''$  West along the centerline of said Cahaba River for a distance of 117.22 feet to a point; thence run South  $30^{\circ}51'40''$  West along the centerline of said Cahaba River for a distance of 153.27 feet to a point; thence run South  $43^{\circ}54'53''$  West along the centerline of said Cahaba River for a distance of 262.50 feet to a point at the intersection of the centerline of said Cahaba River and the South line of said Section 30; thence run North  $89^{\circ}54'30''$  East along the South line of said Section 30 for a distance of 1805.08 feet to the point of beginning. Said parcel containing 210 acres more or less.

August 21, 1997

To: Quaker Square, INC.  
TERRY M. HABSHEY, PRESIDENT  
C/O MIKE SHIELDS  
837 LEAH LANE  
BIRMINGHAM, AL 35226  
205-665-4771

Dear Mr. Habshey:

Kimberly-Clark Corporation (hereinafter referred to as "KC") submits its bid of Two Hundred Fifty Thousand Dollars and 05/100 (\$250,000.05) to be paid by KC's personal check for ALL MERCHANTABLE PINE AND HARDWOOD TIMBER LESS AND EXCEPT TWENTY (20) EVENLY SPACED TREES PER ACRE AND AGREED UPON BUFFER STRIPS ALONG THE CAHABA RIVER AND HIGHWAY 52 (PLEASE SEE ATTACHED AGREEMENT STIPULATIONS WHICH ARE HEREBY INCORPORATED INTO TIMBER DEED) on that certain tract of real property situated in Shelby County, Alabama, more particularly described on Exhibit A attached hereto:

**LEGAL DESCRIPTION:** Please see attached "EXHIBIT A": Fractional parts of Sections 19, 20, 30 Township 20 South, Range 3 West; and Section 25, Township 20 South, Range 4 West, being 864 acres more or less in Shelby County.

This bid is made expressly subject to KC's obtaining good and merchantable title, in the opinion of KC's attorney, to the above-described timber. KC will have up to 20 days after the acceptance of this offer by Quaker Square, Inc. to examine title to said timber. If KC fails to deliver to Quaker Square, Inc. a written objection to title within said 20-day period, the Timber Deed described herein shall be delivered to KC by Quaker Square, Inc. in exchange for the full purchase price set forth above.

It is understood and agreed that KC, upon delivery of a Timber Deed in a form substantially similar to that which is attached hereto as Exhibit B, will commence as soon as possible the harvesting of the first 83 acres of timber (such 83 acres described on Exhibit C attached hereto) and will complete the harvesting of said 83 acres within 90 days from date of the Timber Deed. KC will continue harvesting the next 250 acres (said 250 acres described on Exhibit D attached hereto) and will complete the harvesting of said 250 acres within 12 months from date of the Timber Deed. KC shall have 2 years from date of the Timber Deed to harvest the timber on the remaining timbered acres; provided, however, for each remaining approximate 100 - acre parcel, upon Two (2) Weeks written notice from Quaker Square, Inc., and after initial 12 months of said Timber Deed has expired, KC shall have 90 days to harvest each remaining 100 - acre parcel located on real property owned by Royal Construction and Development Co., Inc. or any other real property being conveyed by Quaker Square, Inc., and KC shall conduct the harvesting of such timber on remaining parcel acres in a sequence determined by the development plans of Royal Construction and Development Co., Inc.



AUG-28-97 THU 10:19 AM

P.

AUG 27 '97 17:41

P.3

Please accept this offer by signing the duplicate copy of this offer in the presence of a witness. Then have the witness sign the offer in the space provided for the witness's attestation and return the duly signed and witnessed offer to KC. Our agreement will be effective when you return the duly signed and attested offer to us.

This offer shall expire at 5:00 pm. on August 31, 1997.

Very truly yours,

KIMBERLY CLARK TISSUE COMPANY

By ATOWA  
RC OPERATION MANAGER

Seller hereby accepts the foregoing offer of Kimberly-Clark Tissue Company on this the  
A 27 day of Aug, 1997.

Accepted: X

Witness: X

August 21, 1997

Mr. Terry Habshey  
C/O Mike Shields

Dear Mr. Habshey,

Kimberly Clark Tissue Company's bid is premised by the following:  
Attached is a sample timber deed enclosed for your review.

- a. 864 acre tract, approximately 720 acre in timber
- b. Residual stand spacing of approximately 50'x 50' for acres with sufficient tree density.  
( 20 trees/ acre, 6" - 12" DBH Classes)
- c. Residual stand specie composition:  
Red Oaks, White Oaks, Yellow Poplar, Sweetgum,  
Hickory, Cherry, Pine.
- d. Cahaba River Buffer Strip (100 feet) Approx. 45 Acres
- e. Morgan Road Buffer Strip (200 feet) Approx. 12 Acres
- f. Perennial Stream SMZ 35 feet (50%)
- g. Deed Length: see letter of offer
- H. Lake Site Removal of all timber: Residual Timber Value and Lake size (boundaries) to be determined at a later date.
- i. Clear and Merchantable Title, Timber Release from lien holders.
- j. Existing internal survey unprotected.
- k. New development cannot restrict haul road access.
- l. If 100 acre parcels are utilized to facilitate development, first 90 days must expire before next 90 day term begins. Two week notice necessary for each 90 day term.

Sincerely



Rick Nelms

B-3



A parcel of land situated in Sections 19, 20 and 30, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Begin at a 3" capped iron locally accepted to be the Northeast corner of said Section 20, thence run South  $0^{\circ}02'26''$  West for a distance of 2,676.15 feet to a 3" capped iron locally accepted to be the Southeast corner of the Northeast Quarter of said Section 20, thence run North  $88^{\circ}46'03''$  West for a distance of 1,312.22 feet to a 3" capped iron locally accepted to be the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 20; thence run South  $0^{\circ}00'45''$  West for a distance of 1,333.63 feet to an 3" capped iron locally accepted to be the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 20; thence run North  $88^{\circ}29'39''$  West for a distance of 1,314.43 feet to a 3" capped iron locally accepted to be the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 20, thence run South  $0^{\circ}03'02''$  West for a distance of 1,331.67 feet to a 3" capped iron locally accepted to be the Southeast corner of the Southwest Quarter of said Section 20; thence run North  $88^{\circ}22'26''$  West for a distance of 2,629.79 feet to a 3" capped iron locally accepted to be the Southwest corner of said Section 20; thence run South  $0^{\circ}11'28''$  West for a distance of 1,320.14 feet to a 3" capped iron locally accepted to be the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 30, thence run South  $89^{\circ}42'33''$  West for a distance of 1,312.29 feet to a 3" capped iron locally accepted to be the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 30, thence run South  $0^{\circ}14'47''$  West for a distance of 2,649.32 feet to a 3" capped iron locally accepted to be the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 30; thence run South  $89^{\circ}47'09''$  West for a distance of 1,315.02 feet to a 3" capped iron locally accepted to be the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 30, thence run North  $12^{\circ}07'56''$  West for a distance of 1,554.53 feet more or less to the centerline of the Cahaba River, thence run along the meandering of the Cahaba River North  $80^{\circ}47'48''$  East for a distance of 464.03 feet to a point, thence run North  $38^{\circ}58'50''$  East for a distance of 297.25 feet to a point, thence run North  $36^{\circ}25'09''$  West for a distance of 328.07 feet to a point; thence run North  $57^{\circ}12'43''$  West for a distance of 829.79 feet to a point; thence run North  $66^{\circ}29'44''$  West for a distance of 263.68 feet to a point, thence run North  $9^{\circ}33'57''$  West for a distance of 272.76 feet to a point; thence run North  $41^{\circ}22'48''$  East for a distance of 1,149.91 feet to a point, thence run North  $75^{\circ}01'12''$  East for a distance of 79.32 feet to a point, thence run North  $31^{\circ}35'40''$  East for a distance of 187.03 feet to a point; thence run North  $17^{\circ}10'04''$  East for a distance of 254.50 feet to a point; thence run North  $8^{\circ}32'15''$  East for a distance of 190.47 feet to a point, thence run North  $21^{\circ}07'33''$  East for a distance of 166.82 feet to a point, thence run North  $10^{\circ}36'53''$  East for a distance of 417.99 feet to a point; thence run North  $1^{\circ}44'46''$  East for a distance of 189.21 feet to a point; thence run North  $70^{\circ}05'31''$  East for a distance of 165.64 feet to a point, thence run South  $82^{\circ}15'12''$  East for a distance of 125.48 feet to a point; thence run South  $67^{\circ}02'51''$  East for a distance of 941.63 feet to a point, thence run South  $71^{\circ}59'39''$  East for a distance of 538.07 feet to a point, thence run South  $82^{\circ}16'39''$  East for a distance of 286.29 feet to a point, thence run North  $88^{\circ}31'49''$  East for a distance of 382.50 feet to a point, thence run North  $85^{\circ}11'15''$  East for a distance of 253.72 feet to a point, thence run North  $56^{\circ}44'26''$  East for a distance of 263.05 feet to a point, thence run North  $32^{\circ}45'45''$  East for a distance of 285.68 feet to a point, thence run North  $20^{\circ}14'06''$  East for a distance of 432.64 feet to a point; thence run North  $5^{\circ}16'07''$  West for a distance of 274.15 feet to a point; thence run North  $4^{\circ}49'59''$  East for a distance of 331.87 feet to a point, thence run North  $14^{\circ}03'24''$  East for a distance of 188.60 feet to a point; thence run North  $16^{\circ}00'29''$  East for a distance of 219.34 feet to a point; thence run North  $0^{\circ}25'14''$  West for a distance of 168.43 feet to a point, thence run North  $35^{\circ}44'38''$  West for a distance of 147.67 feet to a point; thence run North  $45^{\circ}00'57''$  West for a distance of 1,139.36 feet to a point on the Southeast right-of-way line of Shelby County Road No. 52, thence leaving the meandering of the Cahaba River run North  $39^{\circ}22'16''$  East along said Southeast right-of-way line for a distance of 243.21 feet to an iron pin set on a curve to the right having a radius of 1,002.29 feet and a central angle of  $36^{\circ}05'00''$ , thence run along the arc of said curve and also along said Southeast right-of-way line for a distance of 631.22 feet to a concrete monument found, thence run tangent to last stated curve North  $75^{\circ}27'16''$  East along said Southeast right-of-way line for a distance of 598.20 feet to a concrete monument found on a curve to the left having a radius of 613.61 feet and a central angle of  $40^{\circ}55'00''$ , thence run in a Northeasterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance of 438.22 feet to a concrete monument found, thence run tangent to last stated curve North  $34^{\circ}32'16''$  East and along said Southeast right-of-way line for a distance of 390.20 feet to a concrete monument found on a curve to the right having a radius of 915.55 feet and a central angle of  $27^{\circ}38'00''$ , thence run in a northeasterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance of 441.56 feet to a concrete monument found; thence run tangent to last stated curve North  $62^{\circ}10'16''$  East along Southeast right-of-way line for a distance of 391.17 feet to an iron pin set on the North line of said Section 20, thence run South  $88^{\circ}56'52''$  East along said North line leaving said Southwest right-of-way line for a distance of 2,762.26 feet to the point of beginning. Said parcel of land containing 660.29 acres more or less

## Exhibit A continued

A parcel of land situated in Section 30, Township 20 South, Range 3 West, and Section 25, Township 20 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows: Begin at an iron pin found, locally accepted to be the Southeast corner of the Southwest Quarter of said Section 30, thence run North  $0^{\circ}18'35''$  East along the East line of said Southwest  $\frac{1}{4}$  for a distance of 1322.52 feet to an iron pin found; thence run North  $12^{\circ}07'56''$  West for a distance of 1554.53 feet to the centerline of the Cahaba River; thence run in a northwesterly direction along the meandering of the centerline of the Cahaba River for a distance of 2400.00 feet more or less to the intersection of the East line of said Section 30 and the centerline of said Cahaba River; thence run North  $64^{\circ}25'09''$  West along the centerline of said Cahaba River for a distance of 974.87 feet to a point; thence run South  $50^{\circ}38'04''$  West along the centerline of said Cahaba River for a distance of 207.95 feet to a point; thence run South  $36^{\circ}42'14''$  West along the centerline of said Cahaba River for a distance of 226.66 feet to a point; thence run South  $06^{\circ}46'21''$  West along the centerline of said Cahaba River for a distance of 740.06 feet to a point; thence run South  $3^{\circ}19'11''$  West along the centerline of said Cahaba River for a distance of 686.11 feet to a point; thence run South  $38^{\circ}38'07''$  East along the centerline of said Cahaba River for a distance of 176.14 feet to a point; thence run South  $59^{\circ}53'07''$  East along the centerline of said Cahaba River for a distance of 403.79 feet to a point; thence run South  $54^{\circ}33'09''$  East along the centerline of said Cahaba River for a distance of 438.05 feet to a point; thence run South  $66^{\circ}06'18''$  East along the centerline of said Cahaba River for a distance of 202.00 feet to a point; thence run South  $58^{\circ}21'13''$  East along the centerline of said Cahaba River for a distance of 764.21 feet to a point; thence run South  $61^{\circ}49'52''$  East along the centerline of said Cahaba River for a distance of 515.10 feet to a point; thence run south  $46^{\circ}03'28''$  East along the centerline of said Cahaba River for a distance of 374.04 feet to a point; thence run South  $4^{\circ}55'48''$  West along the centerline of said Cahaba River for a distance of 117.22 feet to a point; thence run South  $30^{\circ}51'40''$  West along the centerline of said Cahaba River for a distance of 153.27 feet to a point; thence run South  $43^{\circ}54'53''$  West along the centerline of said Cahaba River for a distance of 262.50 feet to a point at the intersection of the centerline of said Cahaba River and the South line of said Section 30; thence run North  $89^{\circ}54'30''$  East along the South line of said Section 30 for a distance of 1805.08 feet to the point of beginning. Said parcel containing 210 acres more or less.

## Exhibit B

STATE OF ALABAMA)

SHELBY COUNTY )

### TIMBER DEED

Know all men by these presents, that **Quaker Square Development Co., Inc.**, an Alabama corporation (hereinafter called SELLER), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid by **Kimberly-Clark Tissue Company** (hereinafter called PURCHASER), the receipt of which is hereby acknowledged, and subject to the terms and conditions hereinafter set forth, does hereby grant, sell and convey unto the said PURCHASER all merchantable pine and hardwood timber subject to the terms of that certain letter agreement dated August 21, 1997, between SELLER and PURCHASER, a copy of which is attached hereto as Exhibit B (the "Letter Agreement"), with full warranty, on the real property lying and being situated in Shelby County, Alabama, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD unto the said PURCHASER, its successors and assigns, for a period of up to 24 months (subject to the terms of the Letter Agreement, commencing with the date hereof, the timber herein conveyed but not removed shall revert to the SELLER, its successors and assigns. If all harvesting of timber is totally completed at an earlier date, a timber deed release will be issued so that land management activities may begin.

SELLER covenants and warrants unto the PURCHASER, its successors and assigns, that it has a good right to sell and convey said timber as herein provided, and that the same is free from all liens and encumbrances, and that the SELLER will warrant and defend the title to the same and the peaceable possession thereof unto the PURCHASER against the lawful claims and demands of all persons whomsoever.

SELLER agrees to allow PURCHASER ingress and egress across the Property for the purpose of harvesting and transporting SELLER'S timber. SELLER also guarantees to PURCHASER a reasonable access to and from the said timber. Any delay of harvesting operations due to conflicts of proposed access to timber described herein shall result in an extension of the timber deed expiration date by an amount of time equal to that necessary to resolve any access conflicts.

PURCHASER agrees that harvesting and transporting operations shall be performed in a careful, workmanlike and prudent manner so as to cause as little damage as possible to those trees not conveyed in this deed. PURCHASER'S harvesting operations shall comply with Alabama Forestry Best Management Practices, and Streamside Management Zones will apply, if necessary. PURCHASER shall obtain all necessary federal, state and local permits and



approvals relating to storm water run-off, wetlands and endangered species.

PURCHASER agrees promptly to repair all damage to fences caused by the logging operations and further to leave no foreign trash or debris on the Property.

PURCHASER shall be considered as an independent contractor, and in no matter or form shall PURCHASER be considered an employee of the SELLER. The SELLER agrees that the removal of the timber shall be at the sole risk of the PURCHASER for any injury, loss or damage to person or property occasioned by the removal of the timber.

SELLER makes no warranty or representations concerning the condition of the timber conveyed hereby, or the quality, quantity, or kind of timber conveyed. PURCHASER assumes all risk of and shall save SELLER harmless from (1) all liability resulting from or in any way connected with PURCHASER'S harvesting operations and (2) damage sustained by PURCHASER'S agent's employees, licensees and invitees while traveling to and from the Property.

PURCHASER agrees to hold the SELLER harmless for any injury, loss or damage suffered due to the removal of timber or the other activities of PURCHASER hereunder, specifically including, without limitation, any liability relating to environmental or wetlands issues.

PURCHASER shall have the right to use existing roads located on the Property, and to build any new roads which may in its opinion be necessary. All existing roads will be left in as good or better condition than they existed immediately prior to harvesting operations.

In the event that all or any part of the Property shall at any time or times be (1) taken through right of condemnation, or (2) utilized by any person, firm, corporation or agency in the exercise or rights to explore for, or to extract from the Property, oil, gas or other minerals, PURCHASER shall be entitled to compensation and payment from such person, firm, corporation or agency for all losses, costs, expenses or damages sustained by PURCHASER by virtue of any and all impairment or loss of its use and enjoyment of said Property and the timber located thereon.

The covenants and conditions contained herein shall be binding upon and inure for the benefit of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, SELLER has caused this deed to be executed by its duly authorized officer this \_\_\_\_ day of September, 1997.

QUAKER SQUARE  
DEVELOPMENT CO., INC.

\_\_\_\_\_  
WITNESS

By \_\_\_\_\_  
Its President

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Terry M. Habshey, whose name as President of Quaker Square Development Co., Inc., an Alabama 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 said 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 \_\_\_\_ day of September, 1997.

\_\_\_\_\_  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

This instrument prepared by:

Dawn Helms Sharff  
WALSTON, WELLS, ANDERSON & BAINS, LLP  
505 N. 20th Street, Suite 500  
P.O. Box 830642  
Birmingham, Alabama 35283-0642  
(205) 251-9600

# Lawyers Title Insurance Corporation

Exhibit C

Part of the North 1/2 of Section 20, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the Northeast corner of said Section 20, run in a Westerly direction along the North line of said section for a distance of 310.0 feet to an existing iron rebar being the point of beginning; thence continue in a Westerly direction along last mentioned course for a distance of 2,455.99 feet to an existing iron rebar being on the Southeast right-of-way line of Shelby County Highway No. 52; thence turn an angle to the left of 28 degrees 58' 16" and run in a Southwesterly direction along the Southeast right-of-way line of Shelby County Highway No. 52 for a distance of 396.61 feet to the point of beginning of a curve, said curve being concave in a Southeasterly direction and having a central angle of 27 degrees 38' and a radius of 915.55 feet; thence turn an angle to the left and run in a Southwesterly direction along the arc of said curve and along the Southeast right-of-way line of said Shelby County Highway No. 52 for a distance of 441.56 feet to the point of ending of said curve; thence run in a Southwesterly direction along line tangent to the end of said curve and along the Southeast right-of-way line of said Shelby County Highway No. 52 for a distance of 390.20 feet to the point of beginning of a new curve, said new curve being concave in a Northwesterly direction and having a central angle of 18 degrees 40' 54" and a radius of 613.64 feet; thence turn an angle to the right and run in a Southwesterly direction along said Southeast right-of-way line of said Shelby County Highway No. 52 for a distance of 200.08 feet to the point of ending of said curve; thence turn an angle to the left (102 degrees 27' 50" from the chord of last mentioned curve) and run in a Southeasterly direction for a distance of 1,318.25 feet; thence turn an angle to the left of 30 degrees 16' 21" and run in a Southeasterly direction for a distance of 485.01 feet; thence turn an angle to the left of 48 degrees 0' and run in a Northeasterly direction for a distance of 985.62 feet; thence turn an angle to the right of 74 degrees 29' 13" and run in a Southeasterly direction for a distance of 531.30 feet; thence turn an angle to the left of 78 degrees 29' 13" and run in Northeasterly direction for a distance of 430.0 feet; thence turn an angle to the right of 11 degrees 0' and run in a Northeasterly direction for a distance of 360.0 feet; thence turn an angle to the left of 19 degrees 34' 54" and run in a Northeasterly direction for a distance of 105.86 feet; thence turn an angle to the left of 68 degrees 25' 06" and run in a Northwesterly direction for a distance of 280.0 feet; turn an angle to the right of 90 degrees and run in a Northeasterly direction for a distance of 390.0 feet, more or less, to the point of beginning.

B-9

THIS COMMITMENT IS INVALID UNLESS  
THE INSURING PROVISIONS AND  
SCHEDULES A AND B ARE ATTACHED.

COMMITMENT NO. 97-1954  
SCHEDULE A PARAGRAPH 4 CONT. Page 01  
mc /dm REV. NO. /



# Exhibit D



919-7234  
Side note

first 83 acres

next 250 acres

ROAD CLASSIFICATION

Heavy-duty ——— Light-duty ———

09/08/1997-28869

01/11/01 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

015 MEL 293.50

Exhibit D

Maped, edited, and published by the Geological Survey

Control by USGS, USC&GS, and Alabama Geodetic Survey

Topography from aerial photographs by photogrammetric method

and photographs taken 1957. Field check 1959

1997-28869