

446#
TIMBER LICENSE AGREEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

19740327000014370 1/3 \$.00
Shelby Cnty Judge of Probate, AL
03/27/1974 01:00:00 AM FILED/CERT

This agreement made and entered into this the 4th day of March, 1974, by Clarice W. Luck, Ruth L. Gordon and Harris M. Gordon and Kimberly-Clark Corporation, hereinafter respectively referred to as the Owner and the Purchaser.

WITNESSETH THAT:

Owner, in consideration of the covenants of the Purchaser, hereby grants unto the Purchaser the right to cut and remove all merchantable timber, and Purchaser agrees to cut and remove all such timber located upon the following described lands in Shelby County, Alabama, estimated to be not less than 120,000 board feet pine sawtimber, 100,000 board feet of hardwood sawtimber, Scribner Decimal "C" Log Rule, and 2315 cords of pine and 500 cords of hardwood pulpwood of 128 cu. ft. each:

W $\frac{1}{2}$ of Section 14, Township 21, Range 4 West
NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 15, Township 21, Range 4 West

The right to cut and remove timber as herein granted and licensed is made expressly subject to the following terms and conditions which are as a part of the consideration hereof:

(1) Purchaser agrees to pay the Owner \$67.50 per 1000 board feet Scribner Decimal "C" rule for pine sawtimber and \$20.00 per 1000 board feet Scribner Decimal "C" rule for hardwood sawtimber. Purchaser agrees to pay the Owner \$7.00 per cord of 128 cu. ft. for pine pulpwood and \$2.00 per cord of 128 cu. ft. for hardwood pulpwood. Cut timber will be weighed at Purchaser's mill and weights converted by Purchaser to said units of measure.

Purchaser shall deposit with the owner, at the time of signing this Agreement, \$27,304.00, which amount shall be applied to the payment for timber cut hereunder, and is the minimum amount payable hereunder. All overruns shall be paid for by Purchaser at the above unit prices.

Accounting shall be made weekly by the Purchaser and copy of cutting contractor's settlement sheet shall be furnished to the Owner.

(2) Owner warrants the title to the timber to be cut hereunder and agrees to defend same against any and all claims arising out of the title thereto.

(3) Purchaser agrees to immediately suppress and assist Owner on fires originating in area of this timber when Purchaser is on the land cutting timber.

(4) Owner grants unto Purchaser the right of ingress and egress over Owner's land as may be necessary for the exercise by Purchaser of its rights hereunder.

(5) All trees not designated for cutting shall be protected against unnecessary injury in felling, skidding or hauling operations and no unnecessary cutting or slashing of young trees shall be made in felling or logging operations.

(6) Unless written extension of time is granted all timber to be cut hereunder shall be cut, and removed and paid for on or before the 4th day of March 1975, and upon such date or upon the date to which extension is granted, all right and interest of the purchaser hereunder and in the timber or pulpwood of Owner on the lands described herein shall cease and terminate.

(7) It is mutually agreed and understood that the Purchaser shall conduct all operations hereunder in accordance with good forestry practices, shall furnish all equipment therefor and shall, except as expressly provided herein, assume the entire management of cutting operations, and that Owner shall not be liable for any claims for damages which may arise on account of the exercise by the Purchaser of rights herein granted and Purchaser shall and does hereby indemnify, protect and save harmless the Owner from all loss, damage, cost and expense of every character which may be sustained by Owner on account of the exercise by the Purchaser of its rights hereunder. (wrongful) JSC Hm A

(8) This agreement shall inure to and be binding upon the respective heirs, successors and assigns of the parties hereto, as well as the parties themselves, but the Purchaser shall not assign or transfer any rights herein granted without first procuring in writing the consent of Owner thereto; except that Purchaser shall have the right to contract the logging of said timber

~~(9) This agreement may be terminated for default or breach by either party after giving ten days written notice.~~ JSC Hm A

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate on the day and year first above mentioned as the date hereof.

Clarice W. Luck (SEAL)
Clarice W. Luck

BY Ruth L. Gordon (SEAL)
Ruth L. Gordon
As her Attorney in Fact

Ruth L. Gordon (SEAL)
Ruth L. Gordon

Harris M. Gordon (SEAL)
Harris M. Gordon

KIMBERLY-CLARK CORPORATION

BY JSC Comer Jr.
ITS

Witness:

Mildred Morris
~~Secretary~~



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STATE OF ALABAMA
COUNTY OF SHELBY

I, Martha B. Joiner, a Notary Public in and for said County in said State, hereby certify that Ruth L. Gordon, whose name as Attorney in Fact for Clarice W. Luck, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such Attorney in Fact, and with full authority executed the same voluntarily for and as the act of Clarice W. Luck.

Given under my hand and official seal, this the 4th day of March, 1974.

Martha B. Joiner
Notary Public



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STATE OF ALABAMA
COUNTY OF SHELBY

I, Martha B. Joiner, a Notary Public in and for said County in said State, hereby certify that Ruth L. Gordon and husband, Harris M. Gordon whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 4th day of March, 1974.

Martha B. Joiner
Notary Public

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED
1974 MAR 27 AM 10:46
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
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JUDGE OF PROBATE