

TIMBER LICENSE AGREEMENT



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Shelby Cnty Judge of Probate, AL
04/04/1974 01:00:00 AM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

4672

This agreement made and entered into this the 5th day of March, 1974, by and between Harris M. Gordon and wife, Ruth L. Gordon, hereinafter referred to as the OWNERS, and Kimberly-Clark Corporation, hereinafter referred to as the PURCHASER:

WITNESSETH THAT:

Owner in consideration of the covenants of the PURCHASER hereby grants unto Purchaser the right to cut and remove all timber and Purchaser agrees to cut and remove all such timber which is hereafter designated for cutting by Owner located upon the following described lands in Shelby County, Alabama, to-wit:

All merchantable timber estimated at not less than 132,000 board feet of pine saw timber, 182 cords of pine pulpwood. (except not more than 500 trees which are marked by a blue paint ring breast height and blue paint spot at ground level averaging approximately 12 inches DBH. Any cutting of these trees to be left or damage thereto which will result in such tree dyeing shall be paid for at \$10.00 each in addition to any other compensation hereunder.)

The SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 12, Township 22 South, Range 1 West, except cemetery known as Beaver Creek Cemetery.

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

(1) Purchaser agrees to pay the Owner \$70.00 per 1,000 board feet Scribner Decimal C scale for pine saw logs. Purchaser agrees to pay for all other timber, which shall be designated pulpwood, \$7.00 per cord of 128 cu. feet for pine. 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, \$10,514.00, 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 fire 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.

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

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 5th day of September, 1974, and upon such date or upon the date to which extension is granted, all rights 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 the 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 JMS

(8) This agreement shall inure to and be binding upon the respective heirs, successors and assigns of the parties themselves, but the Purchaser shall not assign or transfer any rights herein granted without first procuring the written 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 JMS

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

Harris M. Gordon (SEAL)
Harris M. Gordon

Ruth L. Gordon (SEAL)
Ruth L. Gordon

KIMBERLY-CLARK CORPORATION

By J & Comer
(Its Manager, Coosa Forest Products Operations)

Attest: Witness
Medred Morris
Secretary

STATE OF ALABAMA)
COUNTY OF SHELBY)

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

Given under my hand and official seal, this the 6th day of March, 1974.

Bertha Casnady
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1974 APR -4 PM 3:15
U.C.C. FILE NUMBER OR SEC. BK. & PAGE AS SHOWN ABOVE
Carnady, Bertha
JUDGE OF PROBATE

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