

SHELBY COUNTY)

Resource Management Service, Inc.
P. O. Box 7527, Birmingham, Ala. 35223

This indenture of contract and sale is made this the 31st day of December, 1974, by and between S. W. Smyer, Jr. and Wife, Astrid Smyer, hereinafter known as VENDOR and the Kimberly Clark Corporation of Coosa Pines, Alabama, hereinafter known as VENDEE.

WITNESSETH that in consideration of the total sum of ONE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED ONE AND NO/100 DOLLARS (\$116,501.00) to be paid by Vendee to Vendor, partial receipt of which is hereby acknowledged, and other promises and valuable considerations hereinbelow stated, Vendor hereby conveys, contracts, bargains and sells unto the Vendee all of the unmarked pine timber 9.1 inches DBH and larger as may be found on an estimated 642 net acres of timberland located on a portion of Mr. S. W. Smyer's tract in Shelby County, Alabama as shown on the attached plat and described as follows:

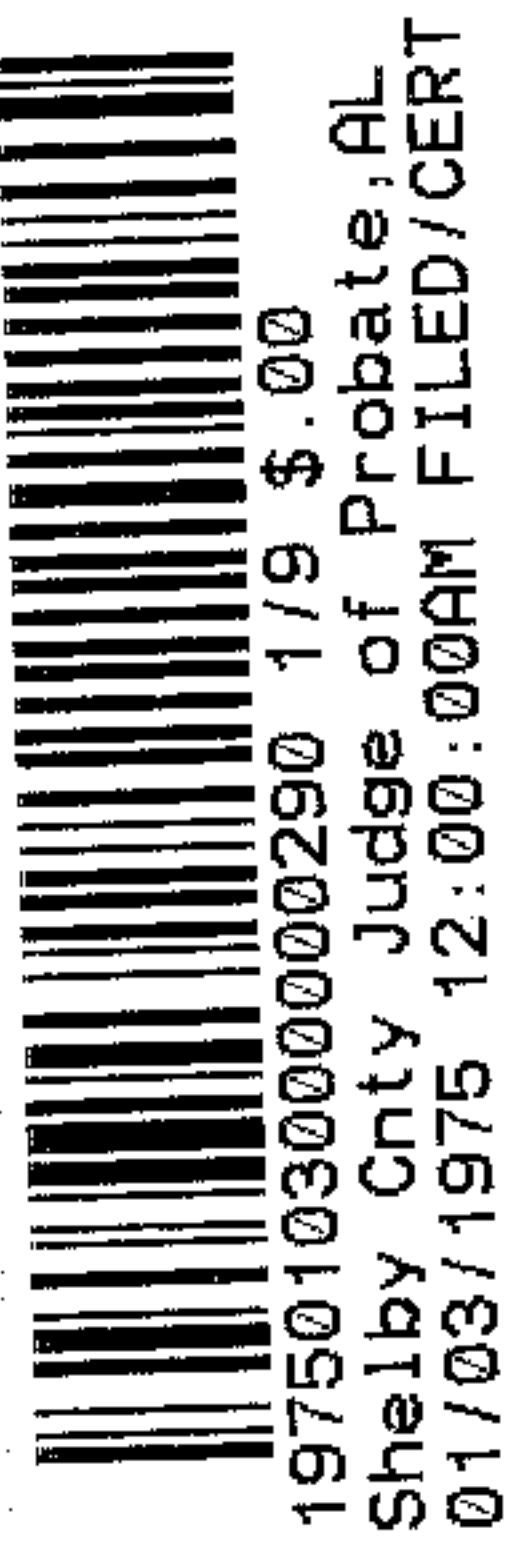
That portion of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$, S $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 18 and the NW $\frac{1}{2}$ of Section 19, Township 18 South, Range 1 East, plus portions of the S $\frac{1}{2}$ and the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 24 and the N $\frac{1}{2}$ of Section 25, Township 18 South, Range 1 West that all lies at the base of Double Oak Mountain and northwest of a "foot of the mountain jeep trail" largely following said base as the general southwesterly sales boundary as shown on the attached reproduced topo plat* with the estimated 642 net acre sales area represented by the cross-hatched area on said plat; all within Shelby County, Alabama. (See Article 8 for further clarification and descriptions of excluded lake lot and shore line acreages surrounding all lakes and ponds on the property.) *Exhibit A hereto, with Exhibit B showing lake detail

It is understood that \$33,750.00 shall be paid before December 31, 1974, and the remaining \$82,751.00 shall be paid before April 1, 1975.

This contract and sale shall be subject to the following conditions and provisions:

1/ The Vendors warrant that they are the owners of said land and timber, that they have the perfect right to sell and convey the timber from said land, and that they will protect the right of the Vendee to cut said conveyed pine timber from the above described lands until the expiration date of this contract. The Vendors further warrant that they have duly conferred upon the Resource Management Service, Inc. the authority to act as their Agent in the supervision and inspection of any wrongfully cut trees shall be taken as the diameter of such trees at the operation of this above described sale.

2/ The Vendee contracts and agrees to cut only the unmarked pine timber 9.1 inches DBH and larger hereby conveyed; the blue marked pine seed trees that have been marked by Foresters of Resource Management Service, Inc. plus all hardwoods and unmarked pines smaller than 9.1 inches DBH (approximately 11.1 inches average stump diameter) are not being conveyed to be cut. Owners hereby warrant that Purchaser may use all the existing roads located on the sales area, subject to the understandings concerning usage and repair set out in the contract. Owners shall defend Purchaser's right to use such roads and shall make what arrangements, if any, as are necessary with adjoining lot owners to insure such usage. Exhibit C hereto represents details of execution of this cutting contract which have been agreed to and made a part of this contract by the parties.



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See receipt Mrs BK to page 692-4-1-75
See release from Timber Sale Agree. Mrs BK 15 page 258

3/ The Vendee Contracts and agrees to remove said timber or that portion of said timber which he desires to remove on or before February 28, 1977, the expiration date of this contract being either the date of completion of the cutting and removal of the conveyed timber or February 28, 1977, whichever date being earliest.

4/ After the expiration date of this contract, all purchase rights of the Vendee to possess, cut or control such timber shall terminate and cease and any portion of the above consideration paid for the cutting rights of such timber shall be surrendered as liquidated damages for the breach of said contract.

5/ The Vendee further contracts and agrees to cut and remove the timber in a good and workmanlike manner; to take particular and reasonable care and precaution in timber felling and logging to reserve the residual timber, the young growth, and reproduction; and to take all reasonable precautions against destructive logging practices which will unnecessarily damage the residual timber and breakdown or destroy the young reproduction and saplings on the area, compatible with the economic removal of the timber. In addition, the Vendee shall avoid felling or dropping any trees onto any of the fences, roads, or other right-of-ways and should this occur, Vendee shall remove said tops immediately by pulling them back well into the woods.

6/ The Vendee contracts and agrees to take all reasonable precautions against fire and to suppress any fire that might damage the residual timber and young growth which occurs in the timbered area on this above described property during their actual physical presence on the property.

7/ The Vendee further agrees and contracts not to cut or remove any other tree than the above conveyed timber which has been properly purchased by this instrument. Should this provision of the contract be broken, the Vendee shall be required to pay an amount equal to twice the value of the illegal stumpage cut or removed from the land or wrongfully or needlessly destroyed by poor timber cutting or logging practices. For purposes of this contract, the diameter breast high of any wrongfully cut trees shall be taken as the diameter of such tree at the stump, inside bark, and shall be scaled by the Scribner Volume Table, Form Class 80 and 78 for pine and hardwood sawtimber, respectively, and Standard Cords for pine pulpwood, with the stumpage value for the pine sawtimber set at \$72/M board feet, hardwood sawtimber at \$35/M board feet, standing pine pulpwood set at \$7/standard cord, and standing hardwood pulpwood set at \$2/standard cord. Any miscut pine or hardwood tree with a stump diameter in excess of 10" and 12", respectively, shall be considered as sawtimber and any tree smaller shall be

considered as pulpwood; the unit volume for pine trees being taken as the average volume per tree in the detailed tally and scale of the marked timber attached to this contract. The volumes for mis-cut hardwood timber shall be taken from Standard U. S. Forest Service Volume Tables, Scribner Scale for sawtimber and Standard Cords for pulpwood.

8/ The Vendor contracts and agrees that the Vendee, his Agents, and employees shall enjoy the full right for the term of this contract to enter upon said lands to cut and remove the timber in the manner as above-described. All operating equipment and machinery shall be removed from the property within ten (10) days following the termination date of this contract). Vendee shall keep all roads, fences or other property improvements of any nature in full and immediate repair as a consequence of any use or damage as a result of any operation. The Vendee contracts to keep the primary chert access road and related bridges in good repair, if used, and to promptly repair any damage to this road and/or its bridges resulting from Vendee's operation. The Vendor stipulates and the Vendee agrees that it is imperative that all operations of the Vendee not involve or affect any of the private Lake Lots or strips of shore line acreage around any of the lakes on the Vendor's property which contains the subject sale; such lots and strips of shoreline acreage almost universally lying between the water's edge of any lake out to the first bordering or inscribing road within sight, a few hundred feet or a "lot's depth" from the water's edge, which outline and intent is reflected on the attached timber sales area plat, within the limits of the maps small scale. If ever a chance for any uncertainty as to any "excluded sales area," (felt to be largely if not entirely self-evident on the ground within the guidance and specifications of this agreement), Vendee will seek clarification from Vendor's Agent, Resource Managment Service, Inc.

9/ The Vendee may assign or convey any portion of said timber to a third party under the full terms and conditions of this contract, but Vendee shall be directly responsible to Vendor for all the actions of any contracting third party, employee, or sub-contractor. He further contracts and agrees to assume all liability for and shall indemnify the Vendor against all claims, demands, or causes of action, including the cost of defending the same, of every nature whatsoever arising out of or resulting from in any manner the operation of the Vendee, (or any contracting third party, employee, assignee, or sub-contractor), under this agreement, and to pay or have paid all timber taxes, wages, workmen's

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compensation claims, and any and all of the claims or obligations imposed on them
by reason of the Vendee's operation under this agreement.

10/ The Vendor designates and the Vendee accepts the Resource Management Service, Inc. as the Agent of the Vendor for the purposes of inspecting, checking, and overseeing from time to time the compliance of the cutting and logging of the timber conveyed under this agreement and other provisions pertaining thereto. The Vendee further agrees to notify the Resource Management Service, Inc. when the operation shall commence on said property and when it is either completed or delayed for any extended period in excess of a month's time.

11/ It is mutually agreed that the Vendor and the Vendee have respectively sold and purchased the above described forest products evolving upon the works and estimates of both Resource Management Service, Inc. and Vendee, but as between the two parties, no representation made by the Resource Management Service, Inc. shall be a condition or a basis for the modification of the written conveyance.

12/ It is further agreed that the Vendee shall not be responsible or accountable for incidental or unavoidable damages necessarily resulting from the operation of any reasonable timber cutting and logging operations on the above described land.

13/ The Vendee contracts and agrees to refrain from and shall have his employees and any assignees or sub-contractors refrain from any fishing or hunting on said property of Vendor and shall seek to protect, and avoid molestation of, said wildlife and fish as much as possible.

WITNESS:

Harold Williams

Harold Williams

Harold Williams

S. W. Smyer, Jr.
VENDOR: S. W. Smyer, Jr.

Astrid Smyer
VENDOR: Astrid Smyer

Kimberly Clark Corporation
VENDEE: Kimberly Clark Corporation

STATE OF ALABAMA)

JEFFERSON COUNTY)

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I, Paula Nell Phillips, a Notary Public in and for said County, in said State, hereby certify that S. W. Smyer, Jr. and wife, Astrid Smyer, 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 31st day of December, 1974.

Paula Nell Phillips
Notary Public

S. W. SMYER PROPERTY
STOCK & STAND TABLE
FOR PINE TIMBER 9.1" DBH & LARGER

DBH	SAWTIMBER		PULPWOOD ^{1/}	
	# TREES	VOLUME	# TREES	VOLUME
10	6,364	226,363	939	96.3
12	3,761	260,589	76	9.0
14	3,908	453,208	-	-
16	2,069	373,884	41	9.0
18	868	206,700	17	7.7
20	202	66,600	-	-
22	23	10,000	-	-
24	19	8,900	-	-
TOTAL	17,214	1,606,244	1,073	122.0

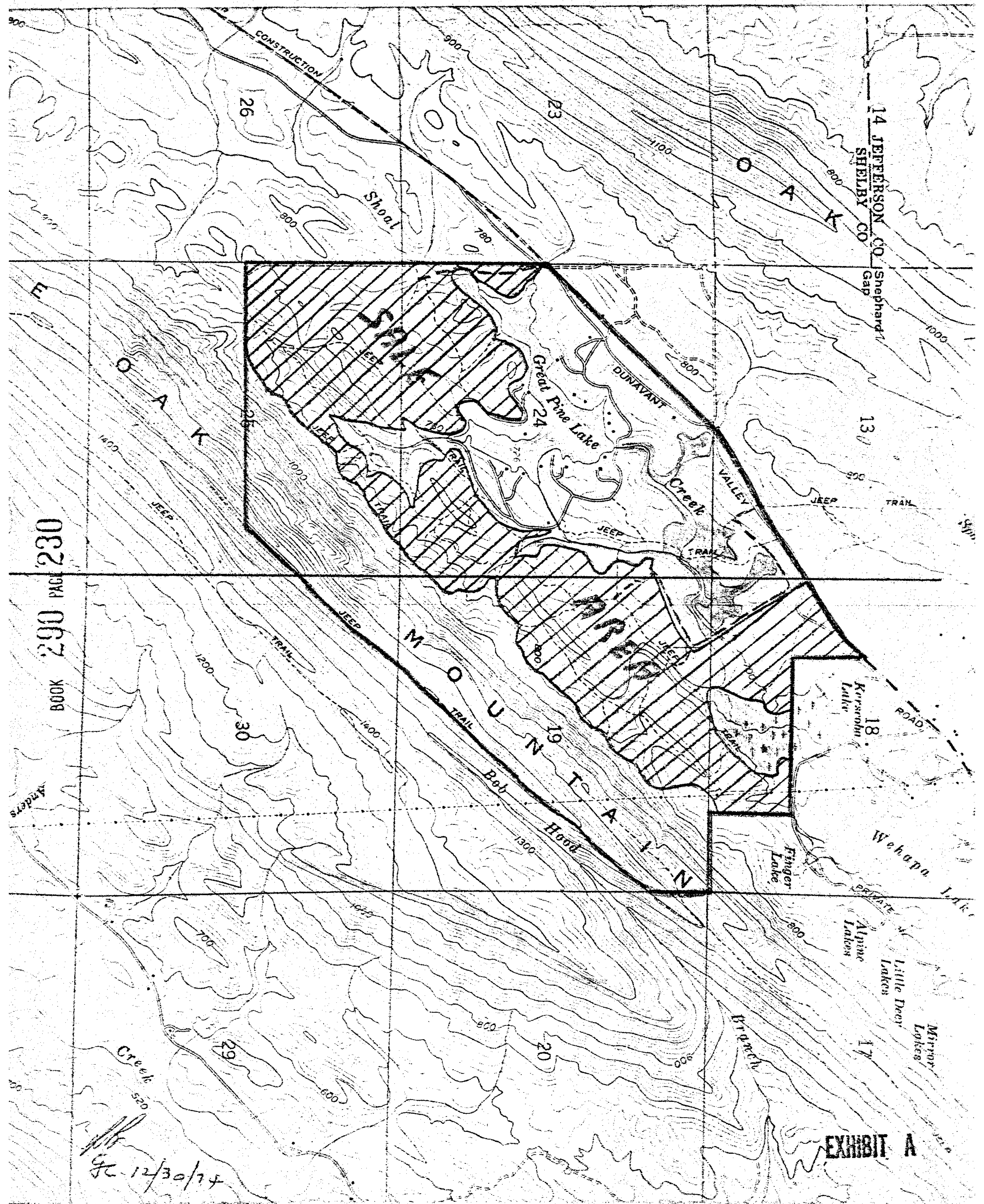
^{1/} Trees of sawtimber size, but not of suitable quality for sawtimber.

NOTE: 34,456 bd. ft. of pine sawtimber 9.1" DBH and larger has been deducted.
Volumes are net to be conveyed.

Sawtimber volumes are in Scribner Board Feet.

Pulpwood volumes are in Standard Cords.

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RESOURCE MANAGEMENT SERVICE, INC.

*Development & Management of Natural Resources
throughout the Americas*

HOME OFFICE

P. O. BOX 7527 HWY. 280. SO.
BIRMINGHAM ALABAMA 35223
TELEPHONE 367-1671
FAX 367-0874

BRANCH OFFICES

CHEROKEE ALABAMA
TELEPHONE 359-6163
BREWSTER ALABAMA
TELEPHONE 372-2728

December 20, 1974

Mr. Harold Williams, Attorney
P. O. Box 306
Birmingham, Alabama 35201

Dear Mr. Williams:

In response to a telephone call and request just received from John Patterson of Kimberly Clark, I have been asked to write to you a letter of some amplification, interpretation and intent relative primarily to Articles 5 and 8 of the timber sales agreement between S. W. Smyer, Jr. and Kimberly Clark. Article 7 would have some relevance as an "implementing" article relative to Article 5 if circumstances should force its applicability. But first there is need perhaps to have some assurance as to what is "reasonable." It is towards this concern that I am very hurriedly, of necessity, posting this letter of supplemental intended clarification.

Be assured that we, as Agents for the Vendor, (who expect to do most or all of the supervision of the contract as to terms of all compliance), and the Vendor himself understands that modern rubber-tired wheeled skidders will be used in the extraction of this timber and that our primary concern and "requirement" is that they only be used in a prudent, responsible and "considerate" manner. It was our intent within Article 5 by the inclusion of the phrase, "compatible with the economic removal of the timber," that such a standard of awareness was recognized by both the Vendor and the Vendee.

In short, we know that certain amounts and degrees of damage to the residual timber and young growth will result, but that it can be cut to a reasonable, minimal and responsible amount with care, as John Patterson promised would be required of their operators. Suggested (and expected) examples are the re-use of established skid trails as much as possible and where having an alternative, to avoid the needless damage and destruction of residual timber and young growth where another reasonable route is possible. Similar consideration and responsibility would be expected as to the direction of timber felling such as to avoid needless destruction of residual timber and young growth.

We know that some damage will occur. We only ask, expect, and require that it be kept to a reasonable minimal degree of damage that a skilled, responsible and considerate operator would achieve as compared to a cavalier, inconsiderate, or irresponsible operator. Regrettably, this is a degree of judgment but extremes



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EXHIBIT C

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TH. HATTOG WILLIAMS
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go beyond the "pale of debate" and we feel we have and will offer sufficient experience, judgment and maturity to discern such differences; as we feel the professional forestry people of Kimberly Clark possess and can offer in like kind. I, personally, anticipate no need for any serious problems.

Relative to any damage to the use of the present primary road, considerable discussion passed with John Patterson concerning this and again, the Vendor understands that there may be the result of some temporary and unavoidable damage to the principal access road, if used, (hopefully to a minimum when other alternates are available), but two aspects cannot be "waived" which I felt John Patterson ultimately conceded. This would be that the roads must be suitably and continually maintained at minimal such that the occupants of the lake lots can have reasonable access to their property at all times, without serious difficulties, by at least temporary repair measures and that ultimately, upon completion of any use of this road, or for long absence of usage, the road will be returned to its original condition as a result of any damage done by the Vendee. The earlier departure of large loaded trucks on Fridays, as mentioned, will also help. With this understanding, temporary and reasonable rutting and/or damage to the road will be understood and foreborn.

Lastly, based upon a conversation just held with Sid Smyer, Jr., momentarily sick at home, he has accepted the possibility of a necessity that the \$82,751 balance that was to be due and payable by January 31 may be delayed a bit longer insofar as any necessary title search or curative work, if found, but that this balance of payment will be made as quickly and promptly as possible and in no event, later than April 1, 1975.

I have attempted to cover the substance of John Patterson's call and request in an acceptable manner, and trust that it has been suitably accomplished.

Sincerely,

RESOURCE MANAGEMENT SERVICE, INC.

John M. Bradley, Jr.
John M. Bradley, Jr.
President

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JMB/jw

cc: Mr. S. W. Smyer, Jr.
Birmingham Realty Company
2118 First Avenue North
Birmingham, Alabama 35203

Mr. John Patterson
Woodlands Department
Kimberly-Clark
Coosa Pines, Alabama 35044

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