

EXECUTED  
COPY

STATE OF ALABAMA)  
TALLADEGA COUNTY)

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Plan  
26th day of May,  
1976

This indenture of contract and sale is made this the 26th day of May, 1976, by and between Birmingham Trust National Bank and Helen Charner Wallis, Trustee for Jim Moore Wallis Trust, hereinafter known as VENDORS and Kimberly-Clark Corporation of Coosa Pines, Alabama, hereinafter known as VENDEE.

WITNESSETH that the Vendors for and in consideration of the sum of SIX THOUSAND FIVE HUNDRED AND 50/100 DOLLARS (\$6,500.50) in hand paid, receipt of which is hereby acknowledged and other promises and valuable considerations hereinbelow stated, hereby convey, contract, bargain and sell unto the Vendee all of the yellow marked timber as may be found on an estimated 65 net forested acres of timberland located on portions of Tracts 40 and 42 in Clay and Shelby Counties, Alabama as shown on the attached plats and described as follows:

Wallis Tract 42 - NE 1/4, and the N 1/2 of the SE 1/4, Section 36, Township 18 South, Range 2 East, Shelby County, Alabama.

Wallis Tract 40 - NE 1/4 of the NE 1/4, Section 13, Township 19 South, Range 6 East in Clay County, Alabama.

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 and remove said marked 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 the operation of this above described sale.
- 2/ The Vendee contracts and agrees to cut only the marked timber hereby conveyed and having been marked by Foresters of Resource Management Service, Inc. with yellow tree marking paint.
- 3/ The Vendee contracts and agrees to remove said timber or that portion of said timber which he desires to remove within twelve (12) months of the date of the execution of this contract, the expiration date of this contract being either the date of completion of the cutting and removal of the conveyed timber or 12 months from date of execution of this contract, whichever date is the earliest. Vendee may purchase an additional one (1) year extension of the contract if needed, by making a written request and the payment of 8% of the contract price prior to the termination date.
- 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.



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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. In addition, the Vendee shall avoid felling or dropping any trees into any of the field, fences, creeks, or roads on the property and should this occur, the 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 or needlessly damage 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 as liquidated damages as well as the reasonable cost in determining the illegally cut volumes, for breach of this contract. 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 78 for pine sawtimber and by the Doyle Volume Form Class 78 for hardwood sawtimber set at \$60/M board feet Scribner, hardwood sawtimber at \$40/M board feet Doyle, standing pine pulpwood set at \$8.50/standard cord, and standing hardwood pulpwood set at \$3/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.

8/ The Vendors contract and agree 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 fences, access roads, and 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.

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 Vendors for all the actions of any contracting third party, employee, or

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sub-contractor. He further contracts and agrees to assume all liability for and shall indemnify the Vendors 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 compensation claims, and any and all of the claims or obligation imposed on them by reason of the Vendee's operation under this agreement.

10/ The Vendors designate and the Vendee accepts the Resource Management Service, Inc as the Agent of the Vendors 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 Vendors and the Vendee have respectively sold and purchased the above described forest products evolving upon the works and estimates of the Resource Management Service, Inc., 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 hunting of wildlife on said property of Vendor and shall seek to protect, and avoid molestation of, said wildlife as much as possible.

WITNESS:

Samuel P. Blum

DATE:

March 26, 1976

Ben E. Nowood

DATE:

June 25, 1976

STATE OF ALABAMA  
JEFFERSON COUNTY

Subscribed and sworn to before me this 12th day of May, 1976.

Margene M. Wilson Notary Public

VENDOR: Helen Charner Wallis

VENDOR: Birmingham Trust National Bank  
Co-Trustees

VENDEE: Kimberly-Clark Corporation



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