

STATE OF ALABAMA)

SHELBY COUNTY)

6913
This indenture of contract and sale is made this the 10th day of

July, 1976, by and between Ingrid Fougner-Lassen Smyer hereinafter known as
VENDOR, and the Kimberly-Clark Corporation of Coosa Pines, Alabama, hereinafter
known as VENDEE.

WITNESSETH that the Vendor for and in consideration of the sum of
EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00) in hand paid by Vendee, receipt of
which is hereby acknowledged, and other promises and valuable considerations
hereinbelow stated, hereby conveys, contracts, bargains, and sells unto the Vendee
all of the marked standing sawtimber trees which are designated by a slash of
(or spot) yellow paint mark at breast height as well as one or two spots at the
base of the stump as may be located on an estimated 58 acre irregular area within
the described property as per attached Exhibit A and more particularly described
as per attached plat Exhibit B.

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

1/ The Vendor warrants that she is the owner of the said land and timber,
that she has the perfect right to sell and convey the growing timber from said
land, and that she will protect the right of the Vendee to cut and remove said
marked timber from the above described land until the expiration date of this
contract. The Vendor further warrants that she has duly conferred upon the
Resource Management Service, Inc. the authority to act as her Agent in the
negotiation of the sale, to collect all stumpage payments in her name, and to
make inspections of the operation of this above described sale.

2/ The Vendee contracts and agrees to cut only those trees which have
been marked by foresters of Resource Management Service, Inc. for conveyance
under this instrument.

3/ The Vendee contracts and agrees to remove said timber or that portion
of said timber which he desires to remove by May 15, 1977, the expiration date
of this contract being either May 15, 1977 or on the completion date of cutting,
being whichever date occurs first.

4/ After the expiration date of this contract all rights of the Vendee to
possess, cut or control such timber shall terminate and cease and any portion of
the conveyance not cut by said termination date shall be forfeited by Vendee for
liquidated damages for the breach of said contract.

BOOK 298 PAGE 849
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07/19/1976 12:00:00AM FILED/CERT

5/ The Vendee further agrees and contracts to cut and remove the timber in a good and workmanlike manner; and 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. No high lead logging or drag line skidding is to be permitted excepting on creek banks within the property. In addition, the Vendee shall avoid felling or dropping any trees or tops into any fences, trails, young plantations or pastures on the Vendor's property and should this occur, Vendee shall remove said trees or tops immediately from such fences, trails, plantations, or pastures by pulling them back well within the woods. All fence gaps will be kept closed except when entering or leaving the property.

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 presence on the property. The Vendee shall also accept full and prompt liability for any damages to Vendor accruing as a result of any fire which may get out on the property from any fires including warming fires the Vendee should establish on the subject property.

7/ The Vendee further agrees and contracts not to cut or remove or needlessly damage any other trees than the above described marked timber herein being conveyed by this instrument. Should this portion 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 and wrongfully or needlessly destroyed or damaged by poor timber cutting or logging practices. For purposes of this contract, the diameter breast height of any wrongfully cut trees shall be taken as the average diameter of such tree at the stump, inside bark, and shall be scaled by the Scribner Volume Table, Form Class 80 for pine and poplar and 78 for hardwood, using U.S. Forest Service tables; the stumpage value for the pine and yellow poplar sawtimber being set at \$68/MBF, all other hardwood sawtimber at \$30/MBF, and standing pine pulpwood at \$8/standard cord and standing hardwood pulpwood at \$3/cord. Any miscut pine trees with an inside bark stump diameter in excess of 10" and 12" shall be considered as pine or hardwood sawtimber, respectively, and any tree smaller shall be considered as pulpwood. The unit volume of any miscut or unnecessarily damaged tree shall be taken from the detailed tally and scale of the marked sawtimber as presented to the Vendee during the time the timber was shown and which is attached to this contract. The unit volume of pulpwood size trees will be determined from the

BOOK 299 PAGE 850

detailed inventory of the property maintained in the office Resource Management Service, Inc.

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. The Vendee is given the right to make only necessary trails or passage-ways for the purpose of removing said conveyed timber only as long as the existing roads or trails cannot suffice for this purpose and the crossing or cutting of any exterior fences, excepting at established gates or gaps, and the unnecessary cutting of any standing merchantable timber for trails and loading areas is avoided. Any new roads affecting the pasture are to be restricted to either presently established trails or to its perimeter without prior written approval from Vendor's Agent. 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 or other property improvements 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 will be directly responsible to Vendor for all the actions of any contracting third party, employee, assignee, 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, or 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 obligations imposed on them by reasons 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 purposes of inspecting, checking, and overseeing from time to time the compliance of the cutting and logging of the timber conveyed under this contract and other provisions pertaining thereto. The Vendee further agrees to notify the Resource Management Service, Inc. when their 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 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.

WITNESSETH:

Thomas J. Newton

Ingrid Fougner-Lassen Smyer
VENDOR: Ingrid Fougner-Lassen Smyer

Mildred Morris

J B Comer
VENDEE: Kimberly-Clark Corporation

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Shelby Cnty Judge of Probate, AL
07/19/1976 12:00:00AM FILED/CERT

BOOK 299 PAGE 852

EXHIBIT A

The following described real estate situated in Shelby County, Alabama:

All that part of the N 1/2 of the NE 1/4, Sec. 24, T 18 S, R 1 W, lying north of Hollybrook Lake.

Lot 11 according to the Survey of Hollybrook Lake Corporation recorded in Map Book 4, Page 74, Probate Office of Shelby County, Alabama.

All that part of Sec. 24, T 18 So, R 1 W, lying NW of Dunnivant Valley Road (Shelby County Rd. #41).

All that part of Sec. 24, T 18 So, R 1 W, bounded on the north by Dunnivant Valley Road (Shelby County Rd. #41), on the west by a line drawn from and perpendicular to said Dunnivant Valley Road (Shelby County Road #41), to the most northwesterly point nearest said road on Great Pine Lake, on the east and south by the northerly and westerly boundaries of Great Pine Lake and Hollybrook Lake, except, however, Lots 1A and 1B and Lots 1, 2, 3, 3A, 4, 5, 6 and 7 according to surveys of Mountain View Lake Company, recorded in the Office of the Judge of Probate, Shelby County, Alabama, and also except the following described parcel of land lying on the south side of said Dunnivant Valley Road (Shelby County Road #41):

Commence at the intersection of the center line of said Dunnivant Valley Road with the westerly line of Sec. 24, T 18 So, R 1 W; run thence in a northeasterly direction along the center line of said road a distance of 1226.15' to a point; thence turn an angle of 90° to the right and run a distance of 30' to the point of beginning; thence continue along the same course a distance of 500' to an iron pin; thence turn an angle to the left of 90° and run a distance of 300' to an iron pin; thence turn an angle to the left of 90° and run a distance of 500' to an iron pin; then turn an angle to the left of 90° and run a distance of 300' to the point of beginning.



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Shelby Cnty Judge of Probate, AL
07/19/1976 12:00:00AM FILED/CERT

BOOK 299 PAGE 853

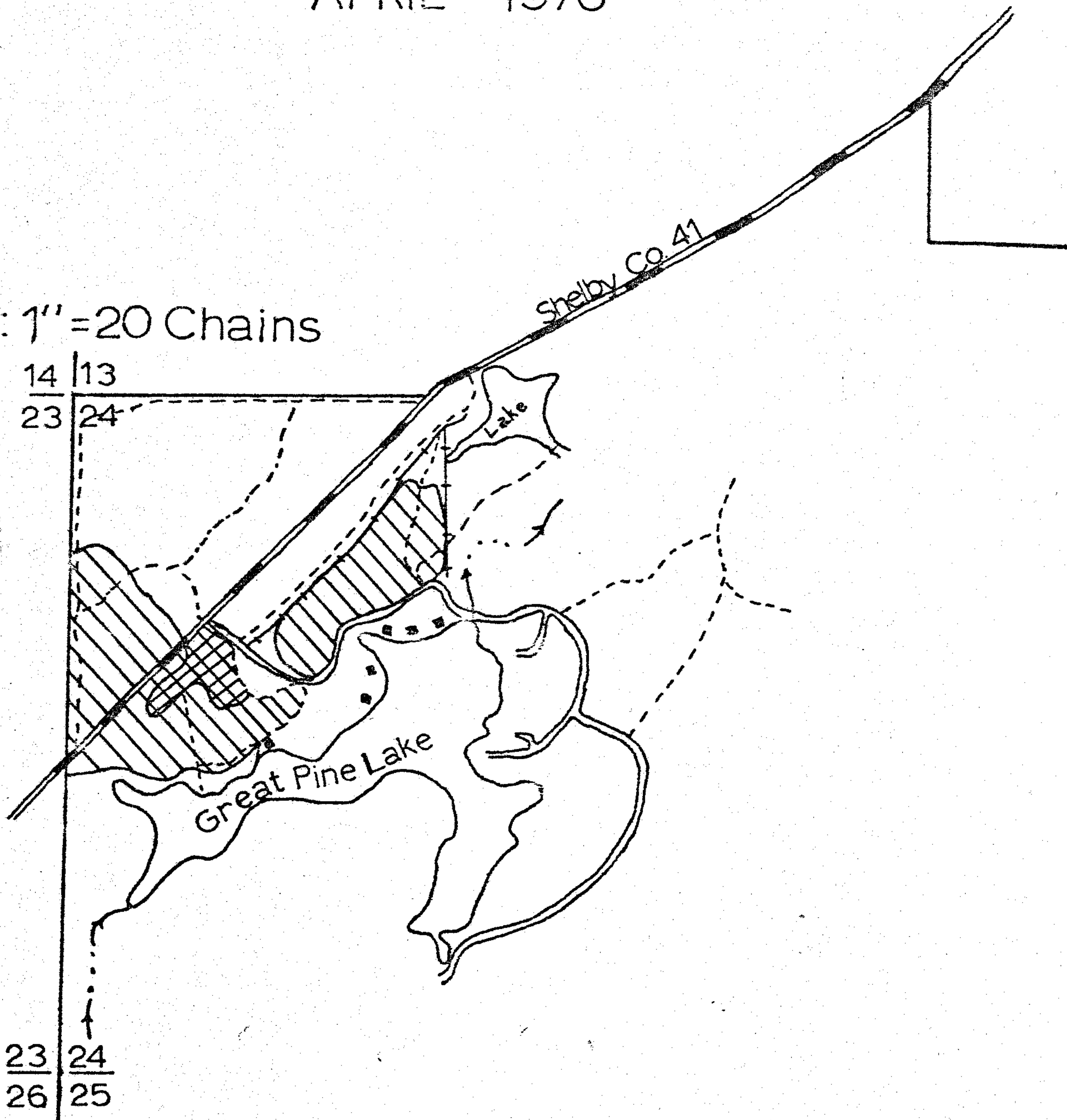
INGRID SMYER TIMBER SALE
SHELBY COUNTY, ALABAMA
58 ACRES ±
APRIL 1976

EXHIBIT B

SCALE: 1" = 20 Chains


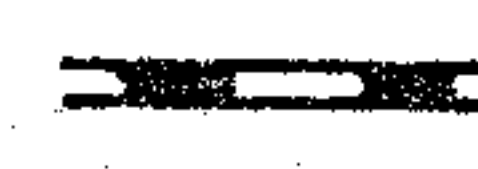
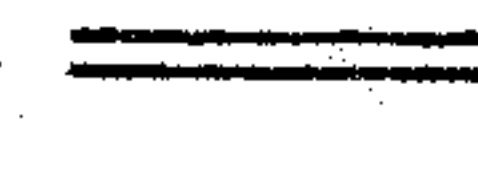

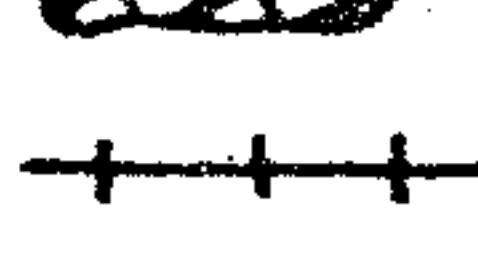

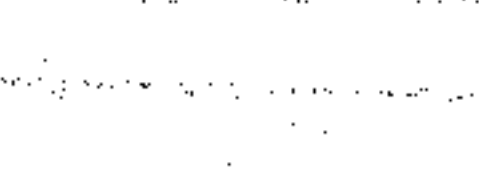


14 | 13
23 | 24



Great Pine Lake

LEGEND

-  Marked Area
-  Paved Road
-  Dirt Road
-  Jeep Trail
-  Non Timbered
-  Power Line
-  House

BOOK 299 PAGE 854

BOOK

TWP 18 S 23 24
RGE 1 W 26 25

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STOCK AND STAND TABLE OF SELECTIVELY MARKED PINE SAWTIMBER
ON THE INGRID SMYER PROPERTY IN SHELBY COUNTY, ALABAMA
58 ACRES ±
APRIL, 1976

<u>DBH CLASS</u>	<u>TREES</u>	<u>VOLUME*</u>
10	177	6,510
12	385	26,670
14	293	35,930
16	123	23,370
18	64	16,840
20	15	4,940
22+	9	4,300
TOTAL	1,066	118,560

*Scribner Board Feet, Form Class 78.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1976 JUL 19 AM 10:18
Deed 1st 800
Conrad M. Funder
JUDGE OF PROBATE

BOOK 209 PAGE 855

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