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Shelby Cnty Judge of Probate, AL
12/03/1976 12:00:00 AM FILED/CER1

STATE OF ALABAMA)
SHELBY COUNTY)

1828

This timber sales contract is made this the 19th day of November, 1976, by and between Kimberly-Clark Corporation of Coosa Pines, Alabama, hereinafter known as BUYER, and Mrs. E. Pearson Finley, a widow, one-half undivided interest, and Dr. J. Price Pearson and wife, one-half undivided interest, hereinafter known as SELLERS.

WITNESSETH that the Sellers, for and in consideration of the sum of FORTY FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) in hand paid by Buyer, receipt of which is hereby acknowledged by Sellers, and other promises and valuable considerations hereinbelow stated, hereby convey, contract, bargain, and sell unto the Buyer all merchantable timber except hardwood trees not suitable for sawtimber, as may be located on an estimated 200 acres described as follows:

W $\frac{1}{2}$ of SE $\frac{1}{4}$, Section 16; W $\frac{1}{2}$ of NE $\frac{1}{4}$ and W $\frac{1}{2}$ of E $\frac{1}{2}$ of NE $\frac{1}{4}$, Section 21;
All in Township 18 South, Range 1 East, Shelby County, Alabama.

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

1/ The Sellers warrant that they are the owners of the 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 Buyer to cut and remove said timber from the above described land until the expiration date of this contract. The Sellers further warrant that they have duly conferred upon Resource Management Service, Inc. the authority to act as their Agent in the negotiation of the sale, and to make frequent inspections of the operation of this above described sale.

2/ The Buyer contracts and agrees to remove said timber or that portion of said timber he desires to remove by November 20, 1978, the expiration date of this contract being either November 20, 1978, or on the completion date of cutting, whichever date occurs earliest. After the expiration date of this contract all rights of the Buyer to possess, cut or control such timber shall terminate and cease and any portion of the above consideration paid for such timber shall be surrendered as liquidated damages for the breach of said contract.

3/ The Buyer 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 timber and young growth on the remainder of the property. In addition, the Buyer shall avoid felling or dropping any trees or tops into any fences, fields, trails, or creeks on the Sellers' or any neighbor's property and should this occur, Buyer shall remove said

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trees or tops immediately from such fences, trails or creeks by pulling them back well within the woods, and repair the damaged improvements.

4/ The Buyer 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.

5/ The Sellers contract and agree that the Buyer, 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 Buyer 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. All operating equipment and machinery shall be removed from the property within ten (10) days following the termination date of this contract. Buyer 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.

6/ The Buyer may assign or convey any portion of said timber to a third party under the full terms and conditions of this contract, but Buyer shall be directly responsible to Sellers for all the actions of any contracting third party, employee, assignee, or sub-contractor. The Buyer further contracts and agrees to assume all liability for and shall indemnify the Sellers 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 Buyer (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 Buyer's operation under this agreement.

7/ a. The Seller designates and the Buyer accepts the Resource Management Service, Inc. as the Agent of the Seller 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 Buyer 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 one month's time.

b. It is further agreed that the Buyer 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.

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8/ The Buyer 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 Seller and shall seek to protect, and avoid molestation of said wildlife as much as possible.

Elziah
Mrs. E. Pearson Finley
SELLER: Mrs. E. Pearson Finley

Dr. J. Price Pearson
SELLER: Dr. J. Price Pearson

Julia Pearson
SELLER: Mrs. Julia Pearson



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J. A. Comer
BUYER: Kimberly Clark Corporation

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, Melvin M. Curry, a Notary Public in and for the said County in said State, hereby certify that Dr. J. Price Pearson and Mrs. Julia Pearson, husband and wife, 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 16th day of November, 1976.

Melvin M. Curry
Notary Public
EXPIRES-11-21-76

STATE OF Alabama)
)
COUNTY OF Jefferson)

I, Barbara N. Harper, a Notary Public in and for the said County in said State, hereby certify that Mrs. E. Pearson Finley, whose name 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 this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 19th day of November, 1976.

Barbara N. Harper
Notary Public

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