

Balch, Bingham, Baker, Ward, Smith, Bowman & Thigard
600 North 18th Street
Birmingham, Alabama 35203

84
TIMBER SALE AGREEMENT

STATE OF ALABAMA)

JEFFERSON COUNTY)

THIS AGREEMENT entered into this 27 day of September, 1984, between CHARLES F. LEWIS, and wife, AMANDA B. LEWIS, ROBERT H. LEWIS, and wife, MARY M. LEWIS, and ISABELLE B. LEWIS, of Birmingham and Chelsea, Alabama, hereinafter called the Sellers and KIMBERLY-CLARK CORPORATION of Coosa Pines, Alabama, hereinafter called the Purchaser.

For and in consideration of Thirty-eight Thousand Nine Hundred Ninety-seven and 00/100 (\$38,997.00), the receipt of which is hereby acknowledged, the Sellers do hereby grant, bargain, sell, and convey to the Purchaser, its successors and assigns, all merchantable trees on approximately 50 acres designated as Sale Area A on the attached map, and all pine trees marked by Sellers' agent with two spots of blue tree marking paint on approximately 199 acres designated Sale Area B (which includes the area designated as "Special Area"), all as shown on the map attached as Exhibit B, and as described on Exhibit A hereto.

Neither the Sellers nor their agent, make any guarantee as to the quantity or quality of trees conveyed by this agreement.

All trees must be cut and removed from the sale area prior to the 26 day of September, 1985, at which time title to any remaining timber shall revert to the Sellers. The Purchaser further agrees to release this property from this Timber Sale Agreement should cutting be completed prior to September 26, 1985.

The Sellers guarantee title to said trees and to defend it against any and all claims for taxes, mortgages, and any other encumbrances.

The Sellers grant to the Purchaser rights of ingress and egress across and upon the sale area.

A

The Purchaser further agrees:

1. To hold the Sellers blameless for any and all damages to the equipment of, or injury to, the Purchaser, its agents or workmen, during the period of this agreement and to be responsible for any damage or loss of property to any adjacent landowner caused by this logging operation.

Jack A.

2. To cut and saw trees so as to conserve the quantity and maximize quality, utilizing all trees as low a diameter in the tops as practical and cutting stumps to cause the least practical waste and not higher than six (6) inches above the highest adjacent ground, except that Purchaser may authorize or accept higher stumps when it deems this requirement impractical.

3. To protect fences, gates, roads, survey corners, and any other improvements of the Sellers from logging damage and to repair or replace any such improvements damaged by this logging operation. Any trees felled into the ponds or lake shall be removed immediately.

4. Timber on a portion of this sale area is being harvested primarily for esthetic and forestry improvement. This involves the area adjacent to the homes and lakes on the south end of the sale area, where close supervision by the logger, the Purchaser, the Sellers, and Sellers' agent will be required during the logging. An employee of Kimberly-Clark Corporation will be present during the harvesting operation around the house and lake area, an area approximating eight acres in size, and shown on Exhibit B hereto as the "Special Area".

5. Access shall be at agreed upon locations and all roads now in existence, as well as any roads needed for removing this timber, shall be kept open and in drivable condition at all times, and be maintained in at least as good condition when this logging operation is completed as they are when logging begins.

6. Piles at ramps and loading areas shall be kept to a minimum and shall be reasonably spread out across the ground at the completion of the harvest.

7. Logging crews will bury or remove from the Sellers' property all containers, paper, cans, bottles, cable, and other metal or paper debris they produce while removing the timber.

8. To reasonably inspect the logging crews to see that the terms of this agreement are met.

B

9. The Purchaser and the Sellers agree to the following:

(a) The parties heretofore met to determine access roads, review the terms of this agreement, and identify sensitive areas. Purchaser agrees to call for a pre-cutting conference between the Sellers and/or their agent, the Purchaser, and the logging contractor on the sale area immediately prior to beginning harvest to acquaint the logger with the decisions previously reached. The Purchaser will

be responsible for calling this pre-cutting conference by notifying the Sellers' agent, Norm Kinney of Chartered Foresters, Ozark, Alabama, two days prior to moving onto the property to begin logging.

(b) Should excessive timber damage occur, the Purchaser shall (upon the written demand on Richard Glasgow or R. C. Wakefield by Chartered Foresters giving particulars as to such alleged excessive cutting damage and the particular area involved) cease the harvesting operation in such area of such alleged excessive logging damage. Whereupon, Purchaser shall cease its cutting activities in such particular designated area and move its logging operation to another location on the landowners' premises and continue the harvesting operations there, while working out the details of any alleged incorrect cutting procedures utilized in the area complained of, by conferences among Chartered Foresters, the Logger, and Purchaser's Forester. Once an understanding is reached, among such three individuals, as to the precise logging methods to be used in such area complained of, harvesting in such area will be resumed. In no event, however, shall harvesting be delayed for more than seven (7) calendar days in any area complained of, it being agreed that the parties shall, in such period, reach an accommodation as to what logging procedures are appropriate in the area complained of. The dollar value of damages, if any, for alleged usage of improper logging methods, in such area, will not be resolved at such time, such resolution being delayed until cutting is completed. The time allowed for cutting under this agreement will be extended for the period or periods that the harvesting operation is suspended in any particular area or areas.

(c) In the event logging is discontinued, Purchaser agrees to notify Sellers' agent, Norm Kinney of Chartered Foresters, Ozark, Alabama, when logging is resumed.

SIGNED IN DUPLICATE this the 27 day of September, 1984.

Robert R. Williams
WITNESS

Charles F. Lewis
CHARLES F. LEWIS

Robert R. Williams
WITNESS

Amanda B. Lewis
AMANDA B. LEWIS

Robert R. Williams
WITNESS

Robert H. Lewis
ROBERT H. LEWIS

Robert R. Williams
WITNESS

Mary M. Lewis
MARY M. LEWIS

Robert R. Williams
WITNESS

Isabelle B. Lewis
ISABELLE B. LEWIS

Marie Stewart
WITNESS
Kim H. Warren
WITNESS

KIMBERLY-CLARK CORPORATION

By: R. C. Wakefield
R. C. Wakefield
Vice President, Forest Products

STATE OF ALABAMA)
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public, hereby certify that CHARLES F. LEWIS, and wife, AMANDA B. LEWIS, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me this day, that being informed of the contents of this instrument, they executed same voluntarily on this day.

Given under my hand and official seal this 27th day of September 1984.

Robert R. Williams
NOTARY PUBLIC
My Commission Expires: 1-21-88

STATE OF ALABAMA)
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public, hereby certify that ROBERT H. LEWIS, and wife, MARY M. LEWIS, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me this day, that being informed of the contents of this instrument, they executed same voluntarily on this day.

Given under my hand and official seal this 27th day of September 1984.

Robert R. Williams
NOTARY PUBLIC
My Commission Expires: 1-21-88

STATE OF ALABAMA)
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public, hereby certify that ISABELLE B. LEWIS, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that being informed of the contents of this instrument, she executed same voluntarily on this day.

Given under my hand and official seal this 27th day of September 1984.

Robert R. Williams
NOTARY PUBLIC
My Commission Expires: 1-21-88

STATE OF ALABAMA)
COUNTY OF Madison

I, the undersigned authority, a Notary Public, hereby certify that R. C. WAKEFIELD, whose name as Vice President, Forest Products, of KIMBERLY-CLARK CORPORATION is signed to the foregoing instrument, and who is known to me, acknowledged before me this day, that being informed of the contents of this instrument, he executed the same voluntarily on this day.

Given under my hand and official seal this 24th day of September 1984.

Kim H. Warren
NOTARY PUBLIC
My Commission Expires: 9/29/86

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LEGAL DESCRIPTION:

PARCEL 1:

All that part of the SE 1/4 of Section 32, Township 19 South, Range 1 West, that lies South and East of the Eastern most ridge of Double Mountain.

PARCEL 2:

W 1/2 of SW 1/4 of Section 33, Township 19 South, Range 1 West.

PARCEL 3:

NE 1/4 of NE 1/4; W 1/2 of E 1/2 of NW 1/4 of NE 1/4; E 1/2 of W 1/2 of NW 1/4 NE 1/4; S 1/2 of W 1/2 of W 1/2 of NW 1/4 of NE 1/4 of Section 5, Township 20 South, Range 1 West.

Also a parcel in Section 5, Township 20 South, Range 1 West, described as follows: From NW corner of NE 1/4 go South 02 degrees 03' East along the West boundary line of NE 1/4 a distance of 1041.31 feet to point of beginning; From point of beginning go South 54 degrees 45' West a distance of 311.64 feet; thence go South 40 degrees 00' East a distance of 1050.00 feet; thence go North 53 degrees 00' East a distance of 1110.5 feet to the East boundary line of SW 1/4 of NE 1/4; thence go North 02 degrees West along said boundary line to the NE corner of said SW 1/4 of NE 1/4; thence go West along North boundary line to NW corner of said SW 1/4 of NE 1/4; thence go North 02 degrees 03' West to point of beginning.

PARCEL 4:

Beginning at the NW corner of the NW 1/4 of NW 1/4 of Section 4, Township 20 South, Range 1 West and run South along West line of said 1/4-1/4 Section a distance of 795.28 feet; thence North 84 degrees 35' East a distance of 227.00 feet to a point; thence North 55 degrees 42' East a distance of 325.00 feet; thence North 45 degrees 52' East a distance of 500.00 feet; thence North 42 degrees 35' East a distance of 461.15 feet to a point on the North boundary of NW 1/4 of NW 1/4 of Section 4, Township 20 South, Range 1 West; thence South 85 degrees 19' West along North boundary of said-1/4-1/4 Section a distance of 1197.12 feet to point of beginning.

E 1/2 of E 1/2 of NW 1/4 of NE 1/4 and N 1/2 of W 1/2 of W 1/2 of NW 1/4 of NE 1/4 of Section 5, Township 20 South, Range 1 West.

