

TIMBER SALE AGREEMENT

STATE OF ALABAMA )  
COUNTY OF SHELBY )

THIS AGREEMENT entered into this 19<sup>th</sup> day of September, 1984, between A. KEY FOSTER, JR., and wife, JEAN L. FOSTER, WILLIAM J. WARD and wife, CAROLINE T. WARD, and VONCEIL F. COLEMAN and husband, JOHN J. COLEMAN, JR., of Birmingham, Alabama, hereinafter called the Sellers and KIMBERLY-CLARK CORPORATION of Coosa Pines, Alabama, hereinafter called the Purchaser.

For and in consideration of Forty-two Thousand Forty and 00/100 Dollars (\$42,040.00), the receipt of which is hereby acknowledged, the Sellers do hereby grant, bargain, sell, and convey to the Purchaser, its successors and assigns, all pine trees on approximately 197 acres designated as Stand A on the attached map, and all pine trees marked by Sellers' agent with two spots of blue tree marking paint on approximately 56 acres designated Stand B on the attached map, which may be described as follows:

The NW 1/4 of the NE 1/4, the NE 1/4 of the SW 1/4, and that portion of the NW 1/4 lying south and east of the eastern most ridge of Double Mountain, Section 33; a portion of the NE 1/4 of the NE 1/4 and portions of the S 1/2 of the NE 1/4 lying south and east of the eastern most ridge of Double Mountain, Section 32, all in Township 19 South, Range 1 West, Shelby County, Alabama, as shown on the map attached as 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 19<sup>th</sup> 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 19, 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.

The Purchaser further agrees:

1. To hold the Sellers blameless for any and all damages to the Purchaser's equipment 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.

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 KC 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.

4. This harvest is primarily for development purposes and all hardwoods and any pines not marked with two spots of blue tree marking paint on Sale Area B are of importance and care shall be taken to protect said trees from cutting and logging damage.

5. Access shall be at agreed upon locations and any roads now in existence shall be maintained in at least as good condition when this logging operation is completed as they are when logging begins. The main road on this tract is a county maintained road and shall be kept open and drivable at all times.

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 Seller's property all containers, paper, cans, bottles, cable, and other metal or paper debris they produce while removing this timber.

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

9. 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 owners 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.

10. 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.

11. 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 19<sup>th</sup> day of September, 1984.

A. Key Foster, Jr.  
A. KEY FOSTER, JR.

Jean L. Foster  
JEAN L. FOSTER

William J. Ward  
WILLIAM J. WARD

Caroline T. Ward  
CAROLINE T. WARD

Vonceil F. Coleman  
VONCEIL F. COLEMAN

John J. Coleman, Jr.  
JOHN J. COLEMAN, JR.

KIMBERLY-CLARK CORPORATION

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

ATTEST:

C. J. Austin

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public, hereby certify that A. KEY FOSTER, JR., and wife, JEAN L. FOSTER, 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 the same voluntarily on this day.

Given under my hand and official seal this 19<sup>th</sup> day of Sept., 1984.

Marilyn K. Sherriff  
NOTARY PUBLIC  
My Commission Expires: 9/5/87

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public, hereby certify that WILLIAM J. WARD and wife, CAROLINE T. WARD, 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 the same voluntarily on this day.

Given under my hand and official seal this 19<sup>th</sup> day of Sept., 1984.

Marilyn K. Sherriff  
NOTARY PUBLIC  
My Commission Expires: 9/5/87

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I the undersigned authority, a Notary Public, hereby certify that VONCEIL F. COLEMAN and husband, JOHN J. COLEMAN, JR., 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 the same voluntarily on this day.

Given under my hand and official seal this 19<sup>th</sup> day of Sept., 1984.

Marilyn K. Sherriff  
NOTARY PUBLIC  
My Commission Expires: 9/5/87

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

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 24<sup>th</sup> day of September, 1984.

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

$$\begin{array}{r} 29 \\ \hline 28 \end{array} \quad \begin{array}{r} 32 \\ \hline 33 \end{array}$$

dnd 42.50  
 Rec 12.50  
 Ind 5:00  
60.00

STATE OF CALIFORNIA  
 I CERTIFY THAT THE  
 INSTRUCTIONS  
 1984 OCT -4 PM 1:26

STATE DEPT. OF DEFENSE  
I C  
INSTR  
1984 OCT -4 PM 1:26

(LEWIS PRADRY)

FOSTER, FOSTER + COLEMAN  
SHELBY COUNTY ALABAMA

Scale =  $\theta'' = 1 \text{ mile}$

STAND A	.....
STAND B	↑↑↑↑↑↑↑↑↑↑
COUNTY GARDEN ROAD	=====
FENCE	—X—X—X—X—
BUILDING	□
CORNER MARKER	+

CHARTERED FORESTERS  
Norm Kinney R.F.

LINE BETWEEN STAND AND TUMBLE  
PAINTED YELLOW

USZSO 1/2 MFL E