

STATE OF ALABAMA

COUNTY OF SHELBY

324

TIMBER CONVEYANCE

This agreement made and entered into this the 9th day of April, 1987, by and between Warren W. Drake (hereinafter called the "Seller") and Kimberly Clark Corporation (hereinafter called the "Buyer").

W I T N E S S E T H:

1. The Seller does hereby grant, bargain, sell and convey to the Buyer, and the Buyer does hereby purchase from the Seller the following timber and/or trees as designated below:

All unmarked timber on approximately 80 acres.

2. The above described timber and/or trees conveyed hereby are located on the following described real estate in Shelby County, Alabama, to-wit:

The S1/2 of the SW1/4 of Section 9, Township 22 South, Range 1 West.

See map labeled "Exhibit A" attached to and made a part of this contract.

3. The Buyer agrees to pay the Seller for the timber and/or trees hereby conveyed as follows:

A total lump sum payment of Twenty-nine Thousand, Three Hundred Forty-one and No/100 Dollars (\$29,341.00) payable upon execution of this timber conveyance.

4. The Seller expressly covenants and agrees to and with the Buyer that Seller is lawfully seized in fee simple of the timber and/or trees hereinabove described and conveyed; that the same is free from any and all liens, mortgages, and encumbrances; that Seller has a good and perfect right to sell and convey the same as aforesaid; and that Seller does and will, and his executors and administrators shall, forever, warrant and defend the title to said timber and/or trees, and the possession thereof, unto Buyer, its successors and assigns against the lawful claim or claims of any and all persons whomsoever.

5. The Seller hereby gives and grants unto the Buyer the right to enter said above described lands and to cut and remove therefrom the timber and/or trees hereby conveyed, it being expressly understood, however, that in cutting and removing said timber and/or trees the Buyer shall not cut from or off of said lands any timber and/or trees other than those hereby conveyed. The Buyer agrees to pay the Seller \$1,500.00, in cash, on the execution of this agreement, the receipt of which is hereby acknowledged. Such payment is made to guarantee the performance by the Buyer of this contract and to protect the Seller from loss or damage. Upon satisfactory completion of this contract by Buyer in accordance with terms and conditions herein stated, then Seller will refund to Buyer the performance deposit. The Buyer agrees to notify the Seller or his agent at the beginning and at the conclusion of the cutting operations. In the event any marked trees are cut by the Buyer, his agent, contractor, or employee, such trees, except such small timber and/or trees as may be necessary to cut and remove in felling, cutting and removing said timber and/or trees hereby conveyed, or in order to open up necessary roadways to enable the Buyer to haul from said land the timber and/or trees hereby conveyed, shall be paid for, upon demand by Seller or his agent as agreed liquidated damages at the following rates: \$40.00 per tree for trees below 14 inches in diameter outside bark at the stump; \$100.00 per tree for trees 14 inches in diameter outside bark at the stump to 20 inches in diameter outside bark at the stump; and \$200.00 per tree for trees larger than 20 inches in diameter outside bark at the stump.

6. All public utility lines, ditches, and fences located on the above described land shall be protected by the Buyer so far as possible in logging operations. Roads and trails shall as far as possible be kept free of logs, tops, brush, debris, etc. resulting from the Buyer's operations. The Buyer shall leave all existing roads in as good condition upon completion of the logging operation as they were at the beginning. The Buyer will be expected to take action as necessary to prevent excessive erosion to any new roads and skid trails made or constructed in connection with harvesting this timber. Creeks and streams must be kept free of logging slash, tree tops, limbs, etc. Any material used in crossing streams during logging operations should be considered as only temporary and unless approved by the Seller or his agent is to be promptly removed upon completion of its use.

7. The Buyer agrees to use reasonable precaution against fire starting on said land, and in the event fires occur on said land or on any other land of Seller in the vicinity thereof, the Buyer shall immediately notify the Seller or his agent and the Alabama Forestry Commission of the location of the fire, and shall use reasonable means to extinguish said fire to prevent damage to the timber, trees and timber growth on said land.

8. The Buyer shall report and pay to the State of Alabama the Forest Product Severance Tax for timber and pulpwood cut under this agreement.

9. Buyer agrees that during the period of this agreement, he shall continuously remove and properly dispose of all trash, rubbish, and garbage resulting from logging operations on the above described lands. If Buyer fails to remove and dispose of all such trash, rubbish, and garbage, Buyer shall reimburse Seller for all such expenses Seller may incur in undertaking such.

10. The Buyer, in the exercise of the rights herein granted, shall not in any way interfere with the reasonable use by the Seller of said land or with the reasonable use by grantees, contractors, or agents of the Seller of any portion of said land under rights heretofore or hereafter granted by the Seller.

11. It is distinctly understood and agreed that the Seller has no rights and retains no rights with regard to the details of the work, personnel of the workers, or the hours of work, or other conditions of the employment of those employed or used by the Buyer, or any contractor of the Buyer, in the performance of this work.

12. Buyer shall not assign this agreement in whole or in part, except that Buyer may enter a cut, skid and haul contract for timber removal. *DATA*

13. The Seller, however, shall not be liable for any claims for damages which may arise from the exercise by the Buyer of the rights herein granted.

14. This contract shall become effective on the 10th day of April, 19 87, and shall terminate and end as soon as all of the timber and/or trees hereby conveyed are cut and removed from said lands or on the 9th day of October, 19 88, whichever is earlier, and on such date all of the rights and interest of the Buyer hereunder shall cease and terminate, and the title to all timber and/or pulpwood then standing, lying or growing on said lands shall revert to the Seller.

WITNESS our hands and seals, in duplicate, the day and year first hereinabove written.

WITNESS AS TO SELLER:

SELLER: WARREN W. DRAKE

W. L. Drake
Mary E. Carter

Warren W. Drake
Warren W. Drake

WITNESS AS TO BUYER:

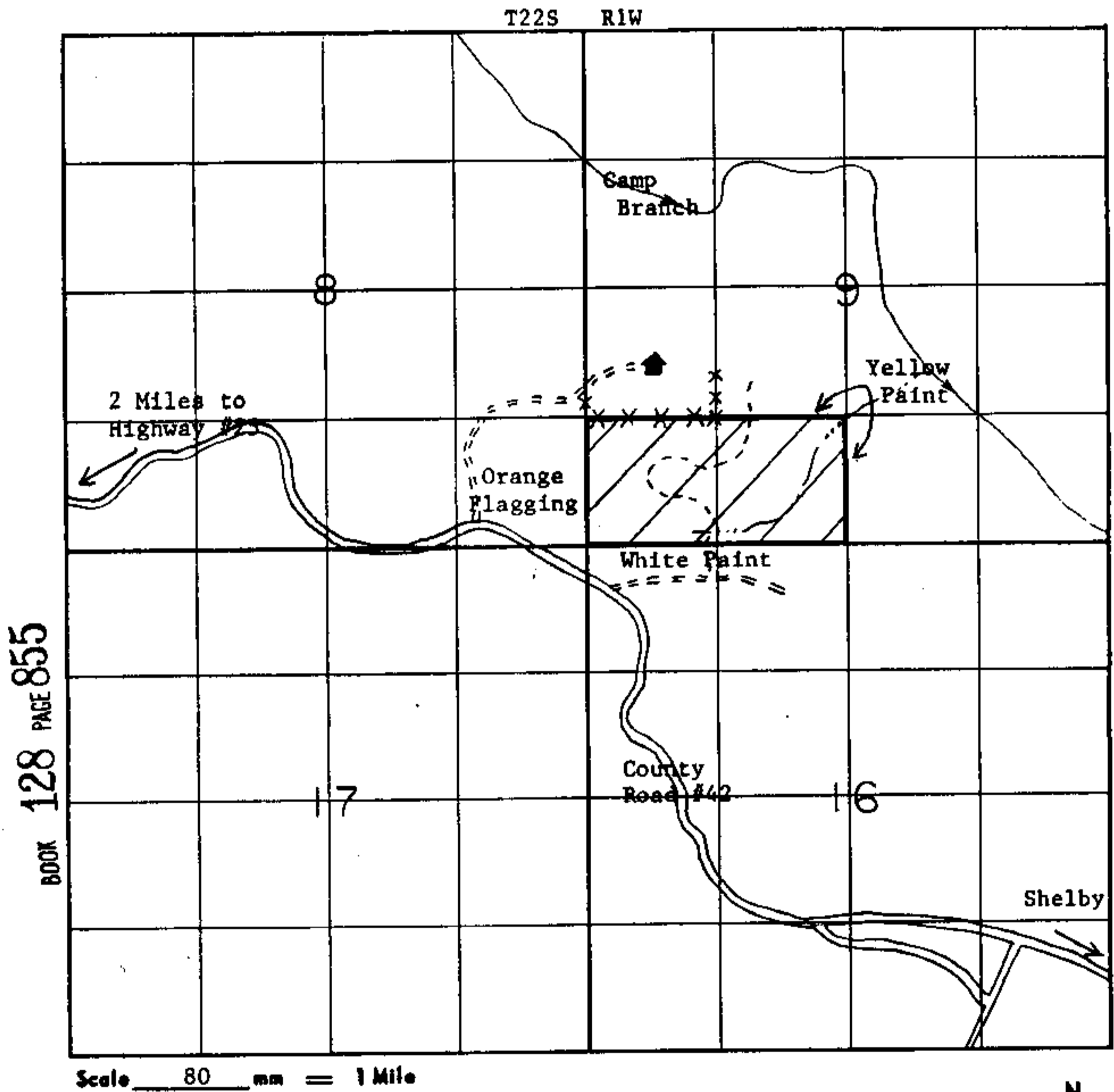
BUYER: KIMBERLY CLARK CORPORATION

C. L. Carter
Kim W. Warren

By: R. E. Wadsworth
As Its: Vice President, Forest Products

"EXHIBIT A"

DRAKE TIMBER SALE
Shelby County, Alabama
80 Acres



Timber Sale Area - UNmarked trees only



Fence - Old Red Paint



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1987 MAY -5 PM 2:18
Thomas R. Schowden, Jr.
JUDGE OF PROBATE

Prepared by: B.G.

Date: 1/29/87

1. Downfall 29.50

2. No. 1 0.00

3. No. 2 7.50

4. No. 3 1.00

Total 38.00