

STATE OF ALABAMA)
COUNTY OF SHELBY)

711

TIMBER SALE CONTRACT

This CONTRACT, executed and effective this 1st day of May, 1990, by and between DOW, WIDEMAN, LAWACZECK AND CHILDS, a general partnership, hereinafter called Seller, and UNION CAMP CORPORATION, a Virginia corporation, hereinafter called Buyer,

WITNESSETH:

1. Upon the terms hereinafter provided, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, as herein stated, those certain trees of the species hereinafter specified which are located upon those certain lands situated in Shelby County, Alabama, described on Exhibit "A" attached hereto and made a part hereof.

2. The price to be paid for all designated timber is SEVENTY-SEVEN THOUSAND EIGHT HUNDRED THIRTY-THREE and 65/100 (\$77,833.65) DOLLARS. The timber designated for cutting under this contract is as follows:

All pine and hardwood trees and timber marked with blue paint.

3. Seller hereby grants and gives to Buyer the authority to enter upon the above described lands for the purpose of cutting and removing said timber, but in strict accordance with the terms of this contract and all its conditions and requirements.

4. All said timber shall be cut and removed by Buyer from the above described lands and the terms of this agreement satisfied on or before November 1, 1991; and after November 1, 1991 (or the last date of any extension as granted by Seller), Buyer shall have no further rights or interests in or with respect to any standing designated trees or any designated trees felled but not yet removed and paid for. Such dates may be extended only by instrument in writing executed and acknowledged by Seller or its representative. This agreement shall not be assigned in whole or in part without the written consent of Seller.

5. Prior to beginning, suspending, or resuming timber cutting operations hereunder, the Buyer shall give advance notice thereof to the Natural Resources Department, AmSouth Bank, N.A., not less than three (3) days before any such action.

6. Buyer shall conduct all operations under this agreement in a workmanlike manner, and shall not unnecessarily damage trees not designated for cutting. The workmanlike manner more specifically shall

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include but not be limited to:

- (a) Directional Felling - Insofar as possible, trees should be felled with the direction of the skid so as to prevent unnecessary turning of the logs.
- (b) Limbing and Topping - All trees shall be limbed and topped prior to skidding to reduce the surface area of the tree which is skidded except trees may first be removed as necessary from ditches, roads and streams.
- (c) Skid Trails and Logging Ramps shall be kept to a minimum number necessary for removal of marked timber.

7. Buyer, in all phases of construction and logging operations shall protect to the maximum extent all roads, bridges, trails, telephone and electric lines, ditches, fences, water and gas wells, and other improvements, and if any such improvements are damaged by Buyer's operations under this agreement, Buyer shall restore the improvement immediately to a condition satisfactory to Seller and without expense to Seller. Existing roads used by Buyer shall be left in the same or improved condition following the harvesting operations or before the termination of this contract, whichever is sooner. Buyer shall remove all tops and other logging debris from or in all ditches, roads and streams. Buyer is authorized to use roads, structures and improvements necessary in the operations hereunder, upon the lands described herein and upon other Seller lands in the vicinity thereof, all at its own risk and provided that all such roads, structures and improvements shall be located, maintained and operated subject to the regulations of Seller and all applicable laws and regulations. Such roads, structures and improvements on Seller's lands shall become the sole property of Seller at the termination of this agreement. Seller makes no representations or warranties that any roads, bridges or other improvements on the above described property or any other property are safe or suitable for use by Buyer or those acting for or under Buyer, and all such parties may use any such roads, bridges or other improvements only at their own risk. No new logging roads shall be cut or opened by Buyer without the prior approval of the Seller and its representative. No excessive rubbish shall be left in the woods.

8. Buyer shall take all reasonable precautions and efforts to prevent and suppress forest fires that endanger the timber on the above described or adjacent lands. Buyer shall be liable to Seller for the full appraised value, as determined by Seller and Seller's representative, of all the standing timber and wood products and other property damaged or destroyed by fire, the origin or spread of which Buyer caused or could reasonably have suppressed. In the event any timber is damaged

by fire, Seller and Buyer will jointly re-mark the trees (when applicable) as nearly as practicable as before and Buyer will cut and remove the designated damaged trees according to the terms hereof. Buyer shall bear the risk of loss from fire, storms, disease, insects or whatever for the timber herein purchased, from and after the date of this contract and no damage to or destruction of the timber shall relieve Buyer of any of its options or obligations in this contract.

9. Buyer agrees to protect Seller, the lands of Seller, and the timber thereon, whether or not authorized to be cut hereunder, from and against all liens and claims of liens in any way arising out of any act or default upon Buyer's part.

10. Seller is not associated or in any manner connected with the actual performance of the contract on the part of Buyer, either as a partner, joint venturer, employer, principal or agent, or otherwise. Buyer is an independent contractor respecting the performance of this contract and is solely liable for all its acts and all labor and expenses in connection with his performance of this contract. Seller shall however, have the right to inspect the operations of Buyer to insure that only those trees designated for cutting are being cut, that proper forestry practices and other terms of this contract are being observed, but the direction of any and all of Buyer's operations shall at all times be with the Buyer, and Seller shall have no right to instruct, deal with, supervise or suggest the manner of carrying on the work of Buyer's employees, agents, servants or subcontractors.

11. Seller shall not be liable for any claims for damages, death or injury which may arise from the exercise by Buyer of the rights herein granted or in any way growing out of cutting, logging or other operations by Buyer hereunder, whether under the Workmen's Compensation Act of Alabama or otherwise, and Buyer agrees to and does hereby indemnify, protect and hold harmless Seller against any and all claims, demands, suits, judgments and decrees instituted by any third party, arising from the exercise by Buyer, or its agents, servants, employees or contractors, of any of the rights herein granted or at any time or in any way growing out of operations hereunder by Buyer, or its agents, servants, employees or contractors, including, but not limited to, any damages which may be caused to adjoining landowners or the property or adjoining landowners by fire, land line trespass or use of public or private roads. All damages resulting from fires caused or permitted by Buyer or its agents, servants, employees or contractors shall be the sole responsibility of Buyer and all costs of suppressing such fires shall be borne by Buyer. The Alabama Forestry Commission shall be asked to determine the origin of any such fire and the damages caused by such fire in the event Buyer and Seller cannot agree upon whether or not the responsibility rests with Buyer.

12. Continuously throughout the period of potential liability under this contract, Buyer, at his own expense shall carry public liability insurance of not less than \$100,000.00 for the death or injury of one person, \$250,000.00 for the death or injury of more than one person in the same occurrence and \$100,000.00 for damages to property, which insurance shall protect the Seller against loss or damage due to negligence of Buyer or his agents against claims for damages to the person or property of all persons arising out of or in the course of Buyer's operations and shall expressly cover the indemnification agreement contained above. Prior to commencement of any operations on these lands, and continuously during this contract or any extensions provided for herein, Buyer shall place on file with the Seller certificates of such insurance acceptable to Seller. Such certificates shall contain provisions that the coverage afforded will not be cancelled or materially changed until at least 10 days prior written notice has been given to Seller by the insurer. Buyer will also maintain insurance that will protect him from claims under workmen's compensation laws, disability benefit laws or other similar employer benefit laws.

13. Seller and its representative and assigns shall have the right to go upon said lands and to perform any acts or operations thereon that will not unreasonably interfere with the rights of the Buyer under this contract; and Seller shall continue to have the full right to use, occupy, sell, lease or otherwise enjoy or dispose of any said lands or any other timber or forest products thereon.

14. Buyer shall pay all severance taxes and all other taxes, licenses and excises required by law to be paid on account of the timber felling and logging operations hereunder.

15. Upon the execution of this contract, Buyer has deposited with Seller a check in the amount of \$5,000.00, which check is made payable to Seller. Upon completion of cutting or after the expiration of the time for cutting under this contract, whichever comes first, a final inspection of cutting will be made jointly by the Seller or its representative, and the Buyer or its representative. If Buyer shall have complied with all of its obligations under the terms and provisions of this contract and shall not have caused any damage to the property of Seller or other landowners, including trees not sold hereunder. Seller shall return the amount of the performance deposit plus interest to Buyer. However, if Buyer has caused any damage to any such property of Seller or has breached any other terms of this agreement or causes other losses, Seller may make a written statement of the amount of such damage, loss, expense or liability (including without limitation, any liquidated damages for the cutting of undesignated timber) giving the nature of the same to Buyer, and retain from the proceeds of the performance deposit the amount of such statement of damage, loss, liability and expense. If the aggregate amount of such statement

shall be less than the unused portion of the performance deposit, then the surplus will be paid to Buyer. If the amount of such statement shall exceed this amount, Seller shall retain the full said sums and Buyer shall promptly pay to Seller an amount equal to the excess.

16. Buyer, in the exercise of the rights herein granted, shall not in any way interfere with the use by Seller of said lands. This contract is subject to any rights previously granted or hereafter granted by Seller to lessees, contractors or agents of Seller and to any easements which now as may exist over, upon or across the lands of Seller, all of which Buyer shall not interfere with; and, with respect to the above described land and all other lands of Seller, Seller reserves the right to grant rights similar to those granted Buyer thereunder to the Buyers of timber on other property of Seller (or to exercise such rights itself) to any degree which does not unreasonably prevent Buyer's exercising Buyer's rights hereunder.

17. Buyer shall exercise due care to avoid unnecessary damage to the timber not being cut. All undesignated trees which are unnecessarily damaged in the course of the Buyer's operations shall be marked by Seller or its representative, removed and paid for at the following rates which are considered to be fair compensation for the stumpage value, expense incurred on account of the damage, and future growth loss of the damaged trees: \$30.00 per standard cord for Pine Pulpwood; \$275.00 per MBF Scribner for Pine Sawtimber; \$20.00 per standard cord for Hardwood Pulpwood; and \$200.00 per MBF Doyle for Hardwood Sawtimber. Unnecessary damage will be considered as breakage to the main stem; uprooting or any abrasion which results in damage to one-third or more of the circumference of the main stem which could have been avoided in the course of logging operation.

18. Buyer shall not cut undesignated trees of any kind. If any trees not designated by the Seller or its representatives should be cut by the Buyer, its contractors, employees or other representatives, Buyer shall be obligated to pay to Seller liquidated damages for each of the undesignated trees at the following rates which are considered to be fair compensation for the stumpage value, expense incurred on account of the damage, and future growth loss of the damaged trees: \$25.00 for each tree 11" and under in diameter; \$50.00 for each tree 12" to 17" in diameter; \$125.00 for each tree 18" to 25" in diameter; and \$400.00 for each tree greater than 25" in diameter. All diameters mentioned in this paragraph 18 refer to measurements at top of stump and include bark. Any trees cut, damaged, or removed during the term of this contract shall be presumed to have been cut, damaged or removed by Buyer. Seller, in Seller's sole discretion may waive such damages if Seller shall deem that this cutting was necessary to the operation hereunder.

19. Buyer shall pay Seller damages for (a) property corners moved or knocked out - \$500.00 and (b) witness trees cut - \$100.00 each.

20. Representatives of Seller will make periodic inspections of cutting and logging operations hereunder during the term of this contract, and Buyer agrees, promptly upon demand therefor, to correct any violations hereunder which such inspections may disclose. Buyer will be notified in writing of any violations hereunder and upon receipt of such notifications, cutting will be stopped until Seller is reasonably satisfied that the violations have been corrected and gives written authorization for resumption of cutting operations. Buyer agrees to report promptly the completion of cutting of the above-described lands, at which time Seller will have an inspection made and release Buyer from further obligations under this contract if no default hereunder then exist.

21. Seller warrants title to the above-described property and privileges and will defend same against the lawful claims of all persons.

22. This contract and all the terms, provisions and covenants hereof and all the rights, title, powers and options herein contained shall be binding upon and shall inure to the benefit or and be exercised by the successors and assigns of the respective parties and the Grantees and successors in title of the Seller. This contract and the rights, benefits, powers and privileges hereunder may be assigned or transferred by the party hereto, but no such assignment or transfer by Buyer shall release Buyer from any of its obligations under this contract.

IN WITNESS WHEREOF, Seller and Buyer have signed, sealed and delivered these presents, the day and year first above written.

DOW, WIDEMAN, LAWACZECK AND CHILDS,
a General Partnership

By: Robert J. Dow
Robert J. Dow
General Partner

By: Gilder Wideman
Gilder Wideman
General Partner

By: Elmar Lawaczeck
Elmar Lawaczeck
General Partner

By: Stacy Childs
Stacy Childs
General Partner

UNION CAMP CORPORATION

By: W. F. Miller, III
Regional Manager

STATE OF Alabama)

COUNTY OF Jefferson)

I, THOMAS WAYNE STRICKLAND a Notary Public in and for said County, in said State, hereby certify that Robert J. Dow, General Partner of Dow, Wideman, Lawaczek and Childs, whose name is signed to the foregoing Timber Sale Contract and who is known to me, acknowledged before me on this day that being informed of the contents of the Timber Sale Contract, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 1st day of MAY, 1990.

Thomas Wayne Strickland
Notary Public

STATE OF Alabama)

COUNTY OF Jefferson)

I, Tami Gibson, a Notary Public in and for said County, in said State, hereby certify that Gilder Wideman, General Partner of Dow, Wideman, Lawaczek and Childs, whose name is signed to the foregoing Timber Sale Contract and who is known to me, acknowledged before me on this day that being informed of the contents of the Timber Sale Contract, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 30th day of April, 1990.

Tami W. Gibson
Notary Public

STATE OF Alabama)

COUNTY OF Jefferson)

I, Alice L. Ricker, a Notary Public in and for said County, in said State, hereby certify that Elmar Lawaczek, General Partner of Dow, Wideman, Lawaczek and Childs, whose name is signed to the foregoing Timber Sale Contract and who is known to me, acknowledged before me on this day that being informed of the contents of the Timber Sale Contract, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 30 day of April, 1990.

Alice L. Ricker
Notary Public

MY COMMISSION EXPIRES JUNE 13, 1994

STATE OF Alabama)

COUNTY OF Stark)

I, Linda M. Sims, a Notary Public in and for said County, in said State, hereby certify that Stacy Childs, General Partner of Dow, Wideman, Lawaczek and Childs, whose name is signed to the foregoing Timber Sale Contract and who is known to me, acknowledged before me on this day that being informed of the contents of the Timber Sale Contract, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 27 day of April, 1990.

Linda M. Sims
Notary Public

STATE OF ALABAMA)

COUNTY OF AUTAUGA)

I, James K. Jurek, a Notary Public in and for said County, in said State, hereby certify that W. F. Miller, III, whose name as Regional Manager, Alabama Woodlands of Union Camp Corporation, a corporation, is signed to the foregoing Timber Sale Contract, and who is known to me, acknowledged before me on this day that being informed of the contents of the said instrument, he, as such official, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 20th day of April, 1990.

James K. Jurek
Notary Public

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EXHIBIT "A"

1. Deed Tax	\$ 78.00
2. Mtg. Tax	\$
3. Recording Fee	\$ 22.50
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$
6. Collected Fee	\$ 1.00
Total	\$ 104.50

STATE OF ALA. SHELBY CO.
I CERTIFY THIS

INSTRUMENT WAS FILED

Begin at the Southeast corner of the SW 1/4 of Section 13, Township 21 South, Range 3 West; thence proceed Northerly along the East boundary of said SW 1/4 for 2703.83 feet to a point, being the Northeast corner of said SW 1/4; thence turn an angle of 92 degrees 23 minutes 12 seconds to the right and run Easterly along the South boundary of the NE 1/4 of Section 13, Township 21 South, Range 3 West for 2683.17 feet to a point, being the Southeast corner of said NE 1/4; thence turn an angle of 92 degrees 22 minutes 37 seconds to the left and run Northerly along the East boundary of Section 13 for 753.96 feet to the point of intersection with the Southwest Right-of-way (R.O.W.) line of Interstate Highway 65 (I-65); thence turn an angle of 1 degree 54 minutes 01 second to the left and run Northerly along said R.O.W. for 39.00 feet to a concrete R.O.W. marker; thence turn an angle of 33 degrees 29 minutes 38 seconds to the left and continue along said R.O.W. for 1504.40 feet to the point of intersection with the South R.O.W. line of the CSX Transportation Railroad, being a concrete R.O.W. marker; thence turn an angle of 49 degrees 56 minutes 26 seconds to the left and run Westerly along said Railroad R.O.W. for 1773.98 feet to a point; thence continue along said Railroad R.O.W. along a curve to the right having a radius of 1960.08 feet and a central angle of 41 degrees 57 minutes 44 seconds, for an arc distance of 1435.52 feet to a point; thence continue along said Railroad R.O.W. along a tangent for 99.31 feet to the point of intersection with the North boundary line of Section 13, Township 21 South, Range 3 West; thence turn an angle of 45 degrees 22 minutes 49 seconds to the left and run Westerly along the North boundary of said Section 13 for 1209.39 feet to a point on the Southeast R.O.W. line of County Highway No. 26; thence turn an angle of 24 degrees 41 minutes 05 seconds to the left and run along said County Highway R.O.W. along a curve to the left, having a radius of 1105.92 feet and a central angle of 12 degrees 19 minutes 40 seconds, for an arc distance of 237.95 feet to a point; thence continue along said R.O.W. along a tangent for 1330.97 feet to the point of intersection with the West bank of Buck Creek; thence turn an angle of 95 degrees 43 minutes 53 seconds to the left and run Southeasterly along the West bank of Buck Creek for a chord distance of 549.54 feet to an iron set on the West bank of Buck Creek, said point also being on the North boundary line of the SE 1/4 of the NE 1/4 of Section 14, Township 21 South, Range 3 West; thence turn an angle of 132 degrees 37 minutes 56 seconds to the right, from the extended chord, and run Westerly along the North boundary of said SE 1/4 of NE 1/4 of Section 14 for 591.35 feet to an iron set at the Northwest corner of the said SE 1/4 of the NE 1/4; thence turn an angle of 91 degrees 10 minutes 05 seconds to the left and run Southerly along the West boundary of said SE 1/4 of NE 1/4 for 1327.28 feet to an iron set being the Southwest corner of said SE 1/4 of NE 1/4, Section 14; thence turn an angle of 88 degrees 54 minutes 34 seconds to the left and run Easterly along the South boundary of said SE 1/4 of NE 1/4 for 537.00 feet to the point of intersection with the North boundary of Scottsdale Subdivision, Second Addition, as recorded in Map Book 7, Page 118, in the Office of Probate, Shelby County, Alabama; thence turn an angle of 1 degree 32 minutes 03 seconds to the left and run along the North boundary of said Scottsdale Subdivision, Second Addition, for 725.55 feet to a point, being the Northeast corner of said subdivision; thence turn an angle of 91 degrees 07 minutes 13 seconds to the right and run along the East boundary of said subdivision for 19.42 feet to a point on the South boundary line of the SE 1/4 of the NE 1/4, Section 14, Township 21 South, Range 3 West; thence turn an angle of 90 degrees 24 minutes 30 seconds to the left and run 71.16 feet to a concrete monument found, said monument being 1.02 feet North and 1.19 feet West of the computed quarter corner; thence turn an angle of 02 degrees 03 minutes 21 seconds to the right and run Easterly 1341.63 feet to a concrete monument found, said monument being 2.99 feet North and 1.11 feet West of the computed quarter-quarter corner; thence continue along the last described course for 1.11 feet to a point on the East boundary of the W 1/4 of Section 13, Township 21 South, Range 3 West; thence turn an angle of 87 degrees 38 minutes 04 seconds to the right and run Southerly for 2678.77 feet to a concrete monument found, said monument being 1.68 feet North and 2.80 feet East of the computed quarter-quarter corner; thence continue along the last described course for 1.79 feet to a point on the South boundary line of Section 13, Township 21 South, Range 3 West; thence turn an angle of 86 degrees 25 minutes 16 seconds to the left and run Easterly along the South boundary of said Section 13 for 1339.87 feet to the point of beginning. Said parcel of land is lying in the E 1/2 of the SW 1/4 and the N 1/2 of Section 13, Township 21 South, Range 3 West; and the E 1/2 of the NE 1/4 of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama.

According to survey of John Gary Ray, Reg. P.E. & L.S. #12295, dated January

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
90 MAY 10 PM

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