

TIMBER SALE AGREEMENT

STATE OF ALABAMA )

COUNTY OF SHELBY )

This agreement, made and entered into this 30 day of December, 1992, by and between RUTH LUCK GORDON, a widow, and M. BRIAN GORDON, SR., a married man who certifies that the property conveyed constitutes no part of his homestead nor that of his spouse, (hereinafter called SELLERS) and UNION CAMP CORPORATION, (hereinafter called BUYER).

WITNESSETH:

1. The SELLERS herein convey to the BUYER the following described timber and trees:

All pine trees 16" in diameter and larger measured across the stump outside the bark where cut.

2. The timber herein conveyed is located on the land in Shelby County, Alabama, described in Exhibit "A" attached hereto and made a part hereof, the same as if herein written.

3. The BUYER has paid the SELLERS \$161,196.00 on the execution of this agreement for the timber herein conveyed.

4. The SELLERS expressly covenant and agree to and with the BUYER that SELLERS are 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 SELLERS have a good and perfect right to sell and convey the same as aforesaid; and that SELLERS do and will, and their 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 and all persons whomsoever.

5. The SELLERS hereby give and grant unto the BUYER the right to enter into 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, 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.

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W. E. H. F.

6. All public utility lines, ditches, pipelines, 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 materials used in crossing streams during logging operations shall be considered as only temporary and unless approved by the SELLERS or their agent is to be promptly removed on completion of its use.

7. BUYER shall meet State best management practices as required.

8. The BUYER shall report and pay to the State of Alabama the Forest Products Severance Tax for timber cut under this agreement and shall reimburse the SELLERS for said taxes, which the SELLERS may be required to pay.

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 SELLERS for all such expense SELLERS may incur in undertaking such.

10. It is distinctly understood and agreed that the SELLERS have no rights and retain no rights with regard to the details of the work, personnel of the workers, or the hours of the work, or other condition of employment of those employed or used by the BUYER, or any contractor of the BUYER, in the performance of this work.

11. BUYER agrees to indemnify and save harmless SELLERS from and against any and all liability, demands and claims, whether well-founded or otherwise, including the cost of defending the same, regardless of fault, for bodily injury to any person or damage to property of any person whomsoever (including any employee of claimed employee of the BUYER) in any way arising out of, in the course of, and in connection with, the operations of BUYER hereunder, and the carrying out of terms of this agreement.

12. The BUYER or the BUYER'S contractor will, at his own expense, provide and carry during the performance of this contract Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance on all automobiles and over-the-road vehicles used in the performance of this work. Such Comprehensive General Liability coverage and Comprehensive Automobile Liability Coverage shall contain a combined single limit of \$500,000 for bodily injury and/or property damage. The

contractor shall also keep in force during the performance of this contract Workmen's Compensation Insurance providing limits as required by law and Employer's Liability Insurance with limits of no less than \$100,000.

13. The BUYER shall not assign this contract or any of the BUYER'S rights or interests thereunder, without the written consent of the SELLERS, and it is distinctly understood and agreed that no agent or representative of the SELLERS shall have the right to in any way change, modify or abrogate any of the terms of this agreement, and none of the terms hereof shall be in any way abrogated, changed, or modified except in writing and by mutual consent, in which case it shall be executed by the parties hereto. BUYER does have the right to subcontract the harvesting operation.

14. The BUYER agrees to notify and meet with SELLERS prior to beginning harvest operations to discuss care for said lands and residual timber.

15. The BUYER agrees to use reasonable precaution against fire starting on said land, and in the event fire occurs on said land or any other land of the SELLERS being used by the BUYER to complete the timber cutting and removal of designated timber purchased, the BUYER shall immediately notify the SELLERS and the Alabama Forestry Commission of the location of the fire, and shall use reasonable means to extinguish said fire and prevent damage to the timber, trees and timber growth on said land.

16. This contract shall be effective on the 30th day of December, 1992, and shall terminate and end as soon as all of the timber and/or trees hereby conveyed are cut and removed from on said lands or on the 31st day of December, 1993, 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 SELLERS.

17. The BUYER has deposited \$8,046.00 with the SELLERS to insure performance of the terms of this agreement. This deposit will be refunded within 30 days of harvest completion or agreement expiration provided that the terms of this agreement are satisfied.

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

Ruth L. Gordon  
Ruth Luck Gordon

M. Brian Gordon Sr.  
M. Brian Gordon, Sr.

UNION CAMP CORPORATION

By: J. S. Tyson  
J. S. Tyson  
Manager, Alabama Woodlands Region



STATE OF ALABAMA )

COUNTY OF SHELBY )

I, CONRAD M FOWLER JR, a Notary Public in and for said County, in said State, hereby certify that Ruth Luck Gordon and M. Brian Gordon, Sr., 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 the conveyance, they executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30<sup>th</sup> day of December, 1992.

Conrad M Fowler Jr  
Notary Public

STATE OF ALABAMA )

COUNTY OF AUTAUGA )

I, LAIRD R. JONES, a Notary Public in and for said County, in said State, hereby certify that J. S. Tyson, whose name as Manager, Alabama Woodlands Region of Union Camp Corporation, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the 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 OFFICIAL SEAL this 30 day of December, 1992.

Laird R Jones  
Notary Public

This instrument was prepared by:

Laird R. Jones, Counsel  
Union Camp Corporation  
100 Jensen Road  
Prattville, AL 36067

EXHIBIT "A"

PARCEL A

Begin at the intersection of the east line of the West Half of the Southeast Quarter of Section 25, Township 21, Range 2 West, with the north right of way line of State of Alabama Highway No. 70, and run westerly along said north right of way line a distance of 375 feet to a point; thence run north and parallel with said east line of the said West Half of the Southeast Quarter of said Section 25 to the North line of said quarter section; thence run east 375 feet along the said North line of said Southeast Quarter to the northeast corner of the said West Half of the Southeast Quarter; thence run south along the said east line of the said West Half of the Southeast Quarter to the point of beginning; situated in the West Half of the Southeast Quarter of Section 25, Township 21, Range 2 West, Shelby County, Alabama.

Commence at the intersection of the east line of the West Half of the Southeast Quarter of Section 25, Township 21, Range 2 West, with the north right of way line of State of Alabama Highway No. 70, and run southwesterly along said north right of way line a distance of 375 feet to the point of beginning of the land herein conveyed; thence run southwesterly 180 feet along said north right of way to a point; thence run north and parallel with said east line of the West Half of the Southeast Quarter of Section 25 to the north line of said quarter section; thence run east 160 feet; more or less, along the said north line of said Southeast Quarter to the northwest corner of land deeded to M. Brian Gordon by Warranty Deed dated November 6, 1973 and recorded in Book 286 Page 508, Shelby County, Alabama; thence run south along the west line of the above property to the point of beginning; situated in the West Half of the Southeast Quarter of Section 25, Township 21, Range 2 West Shelby County, Alabama.

PARCEL B

The S 1/2 of the NE 1/4 of the NW 1/4 and the SE 1/2 4  
of the NW 1/4 of Section 25, Township 21 South, Range 2  
West.

The E 1/2 of the SW 1/4 of Section 25, Township 21 South,  
Range 2 West.

All that part of the W 1/2 of the SE 1/4 of Section 25,  
Township 21 South, Range 2 West lying North of Alabama  
Highway No. 70, less and except the parcels of property  
described and conveyed in the deeds recorded in Deed  
Book 286, Page 508 and Real Book 165, Page 782 as recorded  
in the office of the Judge of Probate of Shelby County,  
Alabama.

All of that part of the following described property  
located North of Alabama Highway No. 70:

Forty acres situated in the Northwest Quarter of the  
Northeast Quarter and in the Northeast Quarter of the  
Northwest Quarter immediately south of the above described  
160 acres, described as commencing at the Northeast corner  
of the Northwest Quarter of the Northeast Quarter of  
Section 36, Township 21, Range 2 West, and run thence south  
60 rods; run thence a little north of west 74 rods to the  
road and corner of the fence; thence a little south of west  
18.5 rods along the road; thence about west 29.25 rods; run  
thence north 41 rods; run thence east 105 rods to point of  
commencement, situated in Section 36, Township 21, Range 2  
West.

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