

STATE OF ALABAMA

COUNTY OF SHELBY

TIMBER DEED

\$ 58,000.00

This agreement, made and entered into this the 16th day of June, 1994, by and between Ruth L. Gordon, undivided 1/2 interest, and Ruth L. Gordon and M. Brian Gordon as trustees for the Harris M. Gordon Testamentary Trust, (hereinafter called the "Seller") and Kimberly-Clark Corporation, (hereinafter called the "Buyer").

WITNESSETH:

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 merchantable timber except reserved trees designated by painted bands around their stems.

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

The S 1/2 of the SW 1/4 and the NE 1/4 of the SW 1/4, Section 16, Township 21 South, Range 1 East, less and except no-harvest areas designated by pink flagging in the NW portion of the SW 1/4 of the SW 1/4 and the NE portion of the NE 1/4 of the SW 1/4.

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

Ten dollars (\$10.00) and other valuable consideration paid in full on execution of this agreement.

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 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 Seller hereby gives and grants 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,

P.O. Box 252
Montevallo, AP
35115

06/16/1994-19210
09:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HCD 71.50

Inst # 1994-19210

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. The pre-merchantable pine trees in the old field in the SW 1/4 of the SW 1/4 shall not be damaged in harvest or road construction operations. The **Buyer** will pay the **Seller** triple stumpage for reserved trees cut or damaged deliberately or by negligence. The **Seller** anticipates that the **Buyer** will need to construct access roads and loading areas which may require the harvest of some reserve trees. No penalty will be incurred for trees removed to provide reasonable access to the property.

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 **Seller** or their agent is to be promptly removed on completion of its use. The **Buyer** will comply with applicable "Best Management Practices" guidelines and all other applicable State and Federal regulations in conducting harvest operations.

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

8. **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 expense **Seller** may incur in undertaking such.

9. 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 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.

10. **Buyer** agrees to indemnify and hold harmless **Seller** from and against all claims arising out of **Buyer's** negligence in the performance of this contract. 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.

11. This contract shall be effective on the 16th day of June, 1994, 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 16th day of December, 1995, 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**.

12. The **Buyer** will notify the **Seller's** representative before beginning harvest operations and meet with the representative at a time specified by the **Buyer** immediately before beginning harvest operations to discuss the **Buyer's** plans for road construction and harvest operations.

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

WITNESS AS TO SELLER:

Ruth L. Gordon
David M. White

SELLER:

RUTH L. GORDON

Ruth L. Gordon

HARRIS M. GORDON TESTAMENTARY TRUST:

Ruth L. Gordon Trustee
Ruth L. Gordon, Trustee

M. Brian Gordon Trustee
M. Brian Gordon, Trustee

WITNESS AS TO BUYER:

James Moose
Al E. Van

BUYER:

~~KIMBERLY-CLARK CORPORATION~~

BY:

As Its:

Inst # 1994-19210

06/16/1994-19210
09:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 71.50