

4911

STATE OF ALABAMA

SHELBY COUNTY

LEASE

THIS AGREEMENT, made in triplicate this 1st day of ^{June} ~~March~~, 1962, by and between Melford O. Cleveland, Mrs. Grover L. Cleveland, Miss Carrie Head, and Miss Sarah Head, hereinafter called the lessors, and James D. Seaman, hereinafter called the lessee subject to all of the following terms and conditions all of which are expressly made material parts hereof:

W I T N E S S E T H

1. That the lessors lease to the lessee, and the lessee hires and rents from the lessors that certain field lying between the Southern Railroad, the Montevallo-Centerville Highway, the overhead bridge 1 mile south of Wilton, Alabama on the said Highway and the drainage ditch which runs from the Highway to the Railroad on the north side of the field, said parcel being more particularly described as follows and by the plat attached hereto which is made a part hereof:

Commencing at the NE corner of the SE1/4 of SE1/4 of Section 18, T24N-R12E, Shelby County, Alabama; thence North 112 feet to the point of beginning, said point being the intersection of the above section line and the right-of-way of Highway No. 25; thence North for a distance of 1,208 feet to the right-of-way of the Southern Railroad; thence in a Southwesterly direction along the Southern Railroad right-of-way to the right-of-way of Highway No. 25; thence in a Southeasterly direction along the right-of-way of Highway No. 25 to the point of beginning. The above described parcel containing seventeen (17) acres more or less.

2. Lessee shall have the right to grade, improve, ditch, drain, and level the land, and establish roads and railroad spur lines and do all other necessary acts including the erection of any buildings, structures and machinery on the premises described in paragraph 1 above, all for the purpose of establishing and operating his timber processing and related business there. Upon termination of the lease, the lessee shall clean up, level, grade, and generally return the premises to its original condition to the satisfaction of the lessors. At the expiration of the term of the lease, (or prior to that time by mutual agreement in writing of the parties), if there has been no default in payment of the rent by the lessee and no other breach of this agreement by him, the lessee may remove all of his buildings, equipment, and property from the premises, provided that in this removal he shall not damage any property of the lessors.

3. In addition to the said parcel described in paragraph 1 above the lessee shall have as a part of this lease the following easement for the purpose of obtaining water for his business:

Commence at the NE corner of the SE1/4 of SE1/4 of Section 18, T24N-R12E, Shelby County, Alabama; thence N47 degrees West for a distance of 200 feet, said line having a 4 foot right-of-way either side of the centerline; thence North 40 feet; thence West 40 feet; thence South 40 feet; thence East 40 feet forming a square; thence from the NE corner of above square, N55 degrees East for a distance of 528 feet, said line having a right-of-way 12.5 feet either side of the centerline, with survey terminating at the Railroad crossing of the Southern Railroad. The above described survey containing 0.31 acres more or less.

This easement, hereafter called the well-easement, is also more fully described in the attached plat referred to in paragraph 1 of this lease agreement. Lessee shall have the right of entry onto the easement property for the purpose of constructing, operating and maintaining a road, a pump, a pumphouse, a pipeline and other related machinery and equipment for the purpose of obtaining water from the well within the boundaries of the said easement and the pumping of this water across the railroad to the site of his timber processing plant. Lessee shall obtain the necessary permission from the Railroad for crossing the Railroad with his road and pipeline.

3(a). It is mutually understood by and between the parties hereto that the lessee shall have the use, but not the exclusive use of the water from the well located within the boundaries of the easement. Lessors expressly reserve the right to use the water from the well jointly with the lessee at their election. Upon request by the lessors the lessee shall make the said water available to them through his facilities, and shall make a reasonable charge for the use of said facilities. If this arrangement should not be feasible, or if the parties are unable to agree upon the charges, the lessors or their agents shall have the right to enter the premises and make their own arrangements for the taking of water from the well. If lessors enter the well easement area for this purpose, they will interfere as little as is necessary with the facilities and operations of the lessee.

3(b). It is specifically understood that the lessors shall have no liability for failure of water from any cause, and failure of the water shall not be grounds for termination of the lease by the lessee. Upon termination of the lease, the lessee shall clean up, level, grade, and generally return the premises to its original condition to the satisfaction of the lessors. At the expiration of the term of the lease, (or prior to that time by mutual agreement in writing of the parties), if there has been no default in payment of the rent by the lessee and no other breach of this agreement by him, the lessee may remove all of his buildings, equipment, and

property from the premises, provided that in this removal he shall not damage any property of the lessors.

3(c). Lessee agrees to exercise reasonable care and precaution in his use of the well. Lessee agrees not to damage the well nor the surrounding premises at any time. Lessee also expressly agrees not to damage the well at the time of, or in the removal of, his property from the area of the easement and the area of the lease.

4. The term of this lease shall be for twenty years, with renewals upon mutual consent of the parties, commencing March 1, 1962, and ending February 28, 1982. The rental for this lease shall be six thousand dollars. It is understood and agreed by the parties hereto that in consideration for the use and occupancy of the premises, and in further consideration of the permission which the lessee has been given to remove trees previously planted by the lessors, and to grade the leasehold area, the lessee agrees to pay the full total amount of the rent whether or not he chooses to occupy the premises for the full 20 year term of the lease.

4(a). If the lessee shall elect to occupy the premises for the full term of 20 years and shall not default on any payment nor breach the agreement in any other manner the rental shall be payable to the lessors in advance as follows:

March 1, 1962	\$300
March 1, 1963	300
March 1, 1964	300
March 1, 1965	300
March 1, 1966	300
March 1, 1967	300
March 1, 1968	300
March 1, 1969	300
March 1, 1970	300
March 1, 1971	300
March 1, 1972	300
March 1, 1973	300
March 1, 1974	300
March 1, 1975	300
March 1, 1976	300
March 1, 1977	300
March 1, 1978	300
March 1, 1979	300
March 1, 1980	300
March 1, 1981	300
Total	<u>\$6,000</u>

4(b). However, should the lessee default on any rental payment as it becomes due or breach the agreement in any other manner, or should the lessee

elect to abandon the premises before the expiration of the twenty year term, then the entire balance of the six thousand dollar rental remaining unpaid, plus any other charges due, shall immediately become due and owing by the lessee to the lessors.

4(c). In the event that any additional property taxes, licenses, or other governmental charges are levied against the land or the business located within the boundaries of the leasehold and well-easement on account of the lessee's business being located there, these charges shall also be paid by the lessee in addition to the rent. If the charges, or any of them, are at law obligations of the lessors, the lessee shall pay these charges to the lessors as additional rent when they become due.

4(d). The lessors shall have a lien on all of the machinery, buildings, equipment and personal property of the lessee for their rent as it becomes due under either paragraph 4(a), or 4(b), or 4(c) of this agreement or any of them. This lien shall be superior to all other liens except those for taxes. This lien may be enforced by: (a) Attachment pursuant to Section 30 of Title 31 of the Alabama Code which is incorporated herein by reference and made a part of this agreement, or (b) Any other process available in law or in equity.

4(e). The lessee shall not remove any property from any of the premises embraced by this agreement while any rent is past due and owing under the terms of paragraph 4(a), or 4(b), or 4(c) of this agreement.

4(f). Failure on the part of the lessee to pay the rent amount due on the dates set out in paragraphs 4(a), or 4(b), or 4(c) above immediately makes the lessee in default hereunder and authorizes the lessors to terminate this lease and to proceed with whatever legal procedures are allowed under the laws of Alabama for the eviction of a tenant and the collection of any amount due under this lease. The lessee expressly waives any further notice of termination of his tenancy, should he become in default of any rental payment hereunder, by affixing his signature hereto. Should the lessors obtain judgment in any Court of the State of Alabama against the lessee for past-due rent under the terms of this lease or for waste committed by the lessee against any of the property subject to this lease, the lessee hereby expressly waives, for the satisfaction of such judgment, all right to have exempted to him any property which now is or hereafter may be exempted to him, under the Constitution and Laws of the State of Alabama. The lessee agrees to pay all costs of collecting, or attempting to collect, any past-due rent under the terms of this lease, including a reasonable attorney's fee.

4(g). It is further agreed that this lease and the interest of the lessee hereunder shall not, without the written consent of the lessors first had and obtained, be subject to garnishment or sale under execution in any suit or proceeding which may be brought against or by the said lessee,

and that this lease, and all the rights of the leasee hereunder, shall, at the option of the said lessors, cease and terminate upon said leasee being by any court adjudged a bankrupt or an insolvent person, or upon said leasee making an assignment for the benefit of creditors.

5. It is expressly understood by and between the parties hereto that one of the principal reasons for the establishment of this timber processing plant on the leasehold premises is for the prevention of forest fires, and the encouragement of the production and marketing of timber products in accordance with the best scientific and managerial practices. In accordance with this understanding it is further agreed by and between the parties hereto as follows:

5(a). Notwithstanding any other provision of this agreement, the leasee shall be an absolute insurer to the lessors for any fire damage to any of their property from fire which comes from or originates anywhere on the leasehold or well-easement property. The leasee shall also be an absolute insurer to the lessors for any fire damage to any of their property which is caused by the leasee's machinery, or equipment, or agents, or employees, either on or off the leasehold and well-easement property.

5(b). The leasee shall also use his best efforts to prevent and to extinguish forest and grass fires which originate from any cause or source. Leasee shall cooperate fully with the lessors in the prevention and extinguishment of such fires anywhere in the general area.

5(c). In the event that the lessors or their agents shall determine that there exists a forest fire emergency in the general area, upon notification by the lessors or their agents, the leasee shall make his employees and equipment available to the lessors or their agents for the purpose of extinguishing the fire or fires until the emergency is ended. Leasee shall make a reasonable charge to the lessors for this use of his employees and equipment.

5(d). Leasee shall maintain the leasehold and well-easement premises in an orderly and attractive manner. Leasee shall not let waste or waste products, whether inflammable or otherwise, accumulate unduly on the premises, but instead shall periodically remove and dispose of them.

5(e). Leasee shall at all times conduct his business in a manner that will afford the least risk of damage from fires of any kind. Compliance with this provision shall not relieve the leasee from, nor alter his obligation under the other provisions of this agreement, and particularly it shall not relieve him of his duties, obligations and responsibilities which are set out in paragraph 5(a) of this agreement.

5(f). Should the lessors have timber to sell of the kind that the leasee needs, the lessors shall notify the leasee that they have such timber for sale. Leasee agrees upon receipt of this notification to offer to pur-

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chase from the lessors such of their timber as he needs at his prevailing market price. If the lessors accept this offer, the lessee agrees to purchase the timber of the lessors which they offer for sale, or that part of it which he needs, before purchasing timber from other parties. This paragraph shall not be construed to affect in any manner any contracts or business commitments which the lessee shall have entered into prior to the receipt of such notification from the lessors.

5(g). Lessee shall use the property embraced by this agreement exclusively for the purpose of processing timber and for related purposes. Lessee shall not use the property for any other purpose except upon obtaining the written consent of the lessors.

5(h). Lessee shall not transfer this lease, nor rent or sublet any of the leasehold or well-easement property nor allow any other person to use it, without the written consent of the lessors.

5(i) Lessee shall not permit a nuisance to exist on any of the property embraced by this agreement, and shall be responsible for any damage of any kind to any of the lessors' property which is caused by the operation of his business, or by his agents or employees.

5(j). Lessors or their agents shall have the right of ingress to, and egress from all of the property embraced by this agreement at all times for the purpose of inspection.

IN WITNESS WHEREOF, we have hereunto set our hands and seals in triplicate this First day of ^{JUNE} ~~March~~, 1962.

Witnesses

Thomas K. Higgins

Ella M. Elchesser

George F. Perry

Catherine Smithman

Mrs. D. J. Reader

D. J. Reader

Mrs. D. J. Reader

D. J. Reader

Catherine Smithman

George F. Perry

Melford O. Cleveland
Melford O. Cleveland, Lessor

Mrs. Grover L. Cleveland
Mrs. Grover L. Cleveland, Lessor

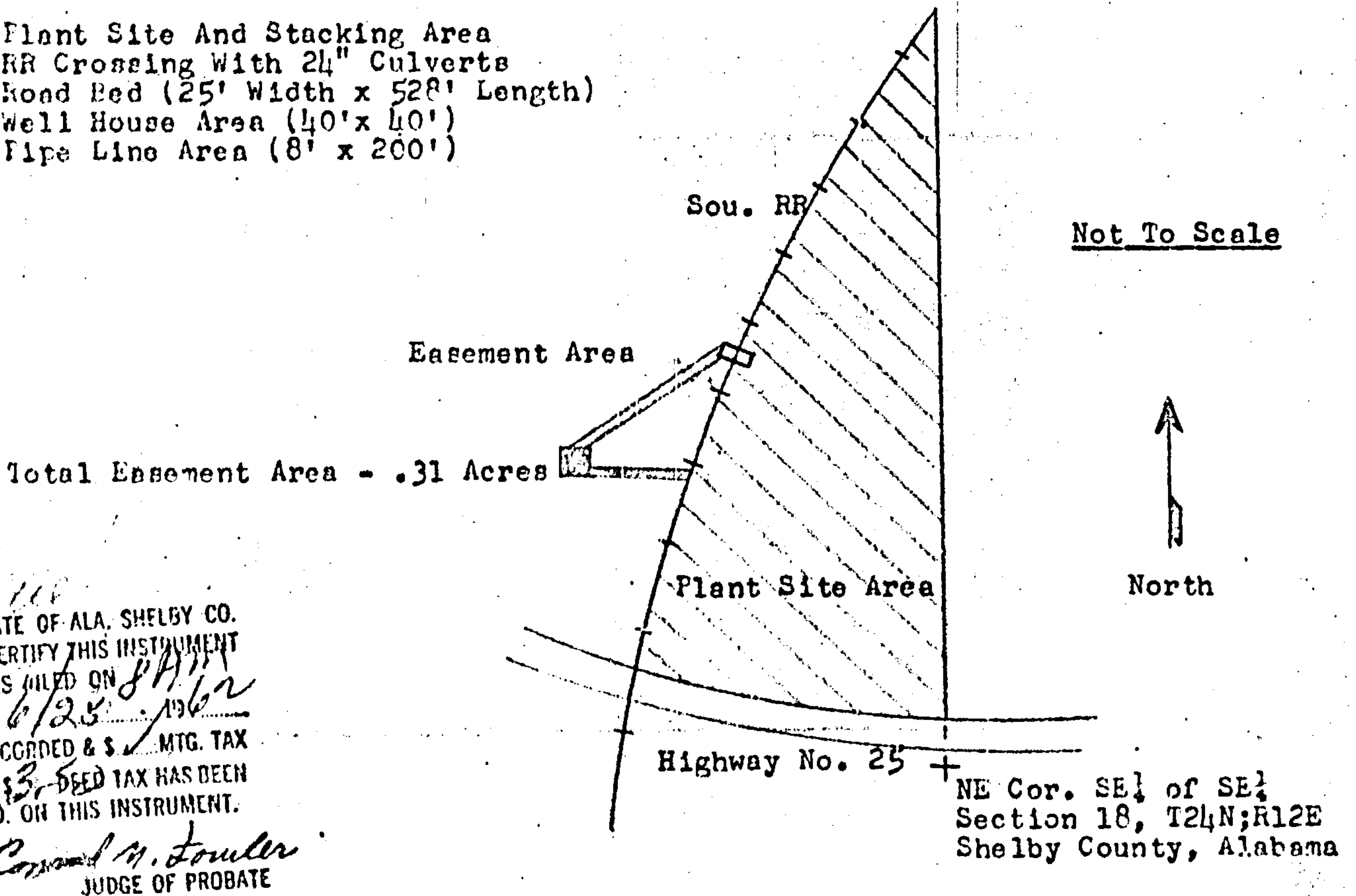
Miss Carrie Head
Miss Carrie Head, Lessor

Miss Sarah Head
Miss Sarah Head, Lessor

James D. Seaman
James D. Seaman, Lessee

Proposed Plant Site Of Jim Seaman
With Easement Area For Water

- Plant Site And Stacking Area
- RR Crossing With 24" Culverts
- Road Bed (25' Width x 528' Length)
- Well House Area (40' x 40')
- Pipe Line Area (8' x 200')



Total Easement Area - .31 Acres

STATE OF ALA. SHELBY CO.

I CERTIFY THIS INSTRUMENT
WAS FILED ON

6/25/1962

RECORDED & \$ MTG. TAX

& \$ DEED TAX HAS BEEN

PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE

Description Of Plant Site:

Commencing at the NE corner of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 18, T24N-R12E, Shelby County, Alabama; thence North 112 feet to the point of beginning, said point being the intersection of the above section line and the right-of-way of Highway No. 25; thence North for a distance of 1,208 feet to the right-of-way of the Southern Railroad; thence in a Southwesternly direction along the Southern Railroad right-of-way to the right-of-way of Highway No. 25; thence in a Southeasternly direction along the right-of-way of Highway No. 25 to the point of beginning. The above described parcel containing seventeen (17) acres more or less.

Description Of Easement Area:

Commence at the NE corner of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 18, T24N-R12E, Shelby County, Alabama; thence N47 degrees West for a distance of 910.80 feet to the point of beginning; thence West for a distance of 200 feet, said line having a 4 foot right-of-way either side of the centerline; thence North 40 feet; thence West 40 feet; thence South 40 feet; thence East 40 feet forming a square; thence from the NE corner of above square, N55 degrees East for a distance of 528 feet, said line having a right-of-way 12.5 feet either side of the centerline, with survey terminating at the Railroad crossing of the Southern Railroad. The above described survey containing 0.31 acres more or less.

12/15/1961

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