

2201

TIMBER LICENSE AGREEMENT

STATE OF ALABAMA

SHELBY COUNTY.....

Tract 31

THIS AGREEMENT made and entered into this the 5th day of February, 1966, by and between Luck and Gordon, hereinafter referred to as Owner, and Lewis B. Walker

hereinafter referred to as PURCHASER;

WITNESSETH: THAT

Owner in consideration of the covenants of the Purchaser hereby grants unto Purchaser the right to cut and remove all timber and Purchaser agrees to cut and remove all such timber which is hereafter designated for cutting by Owner and located upon the following described lands in Shelby County, Alabama, to-wit:

S 1/2 of SW 1/4 North of Mardis Ferry Road and NE 1/4 of SW 1/4 all in Sec. 16, Tp. 21, R. 1 E. All merchantable short leaf pine and Virginia pine (spruce) and other trees marked one spot B. H. and one spot on stump. Owner will not designate any timber as saw logs. No hardwood or longleaf pine or loblolly pine is included unless marked. Any unnecessary cutting of such pine shall carry a penalty of \$5.00 per tree. Owner acknowledges a deposit of \$55.00 to cover the last ten cords of pulpwood to be cut and removed hereunder and/or to cover the above penalty. also on all that part of NE 1/4 of NW 1/4 of Sec. 21, Tp. 21, R. 1 E lying north of Mardis Ferry Public Road as located on 1/9/1/1955.

The right to cut and remove timber as herein granted and conveyed is made expressly subject to the following terms and conditions which are a part of the consideration hereof:

(1). Owner reserves the right to designate as saw logs all logs obtainable from such timber which will have an 8 inch top or greater if pine, or a 6 inch top or greater if hardwood.

Purchaser agrees to pay to Owner \$ None per 1,000 board feet

Scribner Decimal C scale for pine saw logs so designated and

\$ None per 1,000 board feet International quarter inch

scale for hardwood saw logs so designated. Purchaser agrees to

pay for all other timber, which shall be deemed pulpwood \$ 5.50

per cord for pine and \$ None per cord for hardwood.

(2). All stumps shall be cut low to conform with good forestry practices, and all tops shall be worked into pulpwood whenever practical.

(3). Owner warrants the title to the timber to be cut hereunder and agrees to defend same against any and all claims arising out of the title thereto.

(4). Purchaser agrees to immediately suppress and assist Owner on fires originating in area of this timber sale.

(5). Owner grants unto Purchaser the right of ingress and egress over Owner's land as may be necessary for the exercise by Purchaser of its rights hereunder; the Purchaser, however, in the exercise of such rights of ingress shall, as far as possible, use existing roads.

(6). All camps, corrals, sawmill sites, lumber yards, or other structures or improvements erected by the Purchaser shall be located in areas designated by Owner. Camps, corrals, lumber yards, or other structures or improvements erected by Purchaser shall be removed by the Purchaser at the termination of cutting operations.

(7). All trees not marked for cutting shall be protected against unnecessary injury in falling, skidding or hauling operations and no unnecessary cutting or slashing of young trees shall be made in felling or logging operations.

(8). Unless written extension of time is granted, all timber to be cut hereunder shall be cut, removed and paid for on or before

August 5, 1966,
and upon such date or upon the date to which extension is granted, all right and interest of the Purchaser hereunder and in the timber or pulpwood of Owner on the lands described herein shall cease and terminate and revert to Owner.

(9). It is mutually agreed and understood that the Purchaser shall conduct all operations hereunder in accordance with good forestry practices, shall furnish all equipment therefor and shall, except as expressly provided herein, assume the entire management of cutting operations, and that Owner shall not be liable for any claims for damage which may arise on account of the exercise by the Purchaser of rights herein granted; and Purchaser shall, and does hereby indemnify, protect and save harmless Owner from all loss, damage cost and expense of every character which may be sustained by Owner on account of the exercise by the Purchaser of its rights hereunder.

(10). This agreement shall inure to and be binding upon the respective successors and assigns of the parties hereto, as well as the parties themselves, but the Purchaser shall not assign or transfer any rights herein granted without first procuring in writing the consent of Owner thereto.

(11). This agreement may be terminated for default or breach by either party after giving ten (10) days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate, on the day and year first mentioned as the date hereof.

WITNESSES:

Luck and Gordon

By Am Gordon
Owner.

[Signature]

Lee E. Walker
Purchaser.

