

5282

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

THIS AGREEMENT and conditional license, made and entered into on
Phillip E. Memoli, Jr. and wife,
the date hereinafter stated by and between Maxine Memoli; Tom Memoli and
wife, Avis Memoli; Virginia Jones Moebes and husband, Carl G. Moebes; Simon
G. Jones, Jr., and wife, June Jones; Nellie Blanche Cunningham and husband,
Robert F. Cunningham,
hereinafter referred to as "Grantor" (whether one or more), of the one part,
and James Nevin *NIVEN*

hereinafter referred to as "Grantee" (whether one or more), of the other part,

W I T N E S S E T H

That, for and in consideration of the payment by the Grantee to the Grantor of the sum of TEN THOUSAND AND THIRTY-FIVE DOLLARS (\$10,035.00) paid to Simon G. Jones, Jr., for and on behalf of the above named Grantors, upon

the execution of this instrument, the receipt of which is hereby acknowledged by the Grantors, and the further consideration of the mutual promises, covenants, and agreements herein contained, the parties hereto agree as follows:

Grantor hereby sells to Grantee the following described timber:

All pine trees eight inches and over in diameter at the stump; also, all hardwood trees, regardless of size, except cedar ~~and~~

All timber sold under this contract is located on the following

described land:


A part of W $\frac{1}{2}$ of SW $\frac{1}{4}$ of Sec 30, Tp 20, Range 3 West, being the part of said W $\frac{1}{2}$ of SW $\frac{1}{4}$ of said Section, Township and Range that lies on the west side of Cahaba River containing 25 acres more or less, also the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec 31, Tp 20, R. 3 West containing 40 acres, also the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec 36, Tp 20, R. 4 West containing 39.54 acres, also the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec 25, Tp 20, R. 4 West containing 39.83 acres, also the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 25, Tp 20 R. 4 West containing 39.83 acres, also the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec 36, Tp 20, R. 4 West containing 39.54 acres, all situated in Shelby County, Alabama.

Grantor hereby grants to the Grantee all necessary rights of ingress and egress over said lands of the Grantor for the cutting and removing of said timber, subject, however, to the conditions, agreements, covenants, reservations, and limitations herein contained.

The Grantee shall have one year ~~days~~ from and after the date hereof to complete the felling and removal of said timber from said land. At the expiration of said time, all right, title, and interest of the Grantee hereunder and in said timber shall cease and terminate unless sooner terminated on account

of the breach or default on the part of Grantee hereunder. All risk of loss or injury to the said timber from disease, fires, tornados, or other casualty rests upon the Grantee.

THE GRANTEE FURTHER AGREES:

1. To pay Grantor at the rate of \$70.00 per thousand board measure (scribner FF 80 log scale) for all trees cut in violation of this contract. Nevertheless, such violation shall be sufficient cause for cancellation of this contract.
2. To use utmost care in preventing damage to trees and timber on said land not sold under this contract. To leave tops, limbs, and other debris away from standing trees.
3. To keep any and all roads used for the carrying out of this contract in a passable condition.
4. To leave all streams free of tops, limbs, and other logging debris.
5. To prevent damage to fences, power lines, telephone lines, and other improvements, and to repair such damage if caused by the operations of the Grantee.
6. To be especially careful of forest fires and to take precautions to prevent same; ~~and to pay the Grantor at the rate of \$70.00 per acre for any area burned over by fire starting from the operations of the Grantee.~~ 
7. To locate all mills, lumber, stock (animals), conveyances and other property of the Grantee by mutual agreement with Grantor, all of which shall be removed by Grantee prior to the expiration or termination of this agreement, and if not so removed, may be removed by Grantor at Grantee's expense.
8. Grantor shall not be held liable for any claim for damages which may accrue on account of cutting and removing of said timber or the exercise by Grantee of any rights hereunder, and the Grantee shall indemnify, protect, and save harmless the Grantor from all loss, damage, cost, or expense which the Grantor may sustain on account of the cutting and removal of said timber from said land and/or on account of the exercise of any rights hereunder, and on account of claims by others for damages, whether for personal injury or property damage or otherwise, resulting from or arising out of the cutting and removing of said timber or the exercise of any rights or activities of Grantee hereunder.
9. It shall be the responsibility of the Grantee in Grantee's operations hereunder to keep within the boundary lines of the above described property, and Grantee shall not rely upon any representations of the Grantor, or any of them, in respect to the location of such said boundary lines, and the Grantee shall not cut or remove any trees located on the boundary line of said property.

The rights granted hereunder are not assignable without the prior written consent of the Grantor, and the Grantee shall not resell any of the timber sold hereunder as stumpage nor permit the operation of any other timber concern on said lands without first obtaining the written permission of the Grantor.

In the event the Grantee fails to perform any covenant of this agreement, the Grantor shall have the right to terminate this agreement by five (5) days' written notice by registered or certified mail to the Grantee at Grantee's address shown below.

IN WITNESS WHEREOF, the said parties have caused this instrument to be executed this day by their proper officer thereunto duly authorized this 6th day of May, 19 66.

June Jones
June Jones

Nellie Blanche Cunningham
Nellie Blanche Cunningham

Robert F. Cunningham
Robert F. Cunningham

Phillip E. Memoli, Jr.
Phillip E. Memoli, Jr.

Maxine Memoli
Maxine Memoli

Tom Memoli
Tom Memoli

Avis Memoli
Avis Memoli

Virginia Jones Noebes
Virginia Jones Noebes

Carl G. Moebes
Carl G. Moebes

Simon G. Jones, Jr.
Simon G. Jones, Jr. GRANTOR

James Nevin
James Nevin, GRANTEE

Address of Grantee:

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 5-13 1966
RECORDED & S. L. TAX
& S. L. TAX
PD. CH. T. _____

James Nevin
JAMES NEVIN