

6815

TIMBER LICENSE AGREEMENT

STATE OF ALABAMA )  
COUNTY OF SHELBY )

19720114000002420 1/3 \$.00  
Shelby Cnty Judge of Probate, AL  
01/14/1972 12:00:00 AM FILED/CERT

THIS AGREEMENT MADE AND ENTERED INTO THIS THE 4th  
day of January, 1972, by and between ~~XXXXXXXXXXXX~~ Harris  
M. Gordon and wife, Ruth L. Gordon  
hereinafter referred to as the OWNER, and \_\_\_\_\_  
Lewis B. Walker  
hereinafter referred to as the 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 located upon the following described lands in Shelby County, Alabama, to-wit:

All merchantable timber situated on the approximately 65.25 acres described in the attached deed dated April 6, 1970, recorded in Deed Book 261, Page 836, in the Probate Office of Shelby County, Alabama; except, however, approximately 250 pine seed trees of the 8 to 10 " size designated by a painted ring at breast height.

Section 1 below is hereby deleted from this agreement and the following substituted:

Purchaser agreed to pay the Owner the sum of \$4500.00 upon the signing of the agreement, the receipt of which is hereby acknowledged; and Purchaser agrees to pay the Owner the further sum of \$1.00 per cord for each cord removed (~~both pine and hardwood~~).

If any tree marked for leaving shall be damaged beyond recovery, it shall be replaced by leaving another or other trees in the same area of like size and form.

The right to cut and remove timber as herein granted and licensed 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 merchantable logs obtainable from such timber which will have an 8 inch diameter as the small end.

Purchaser agrees to pay the Owner \$\_\_\_\_\_ per 1,000 board feet Scribner Decimal C scale for pine saw logs as designated and \$\_\_\_\_\_ per 1,000 board feet Scribner Decimal C scale for hardwood logs so designated. Purchaser agrees to pay for all other timber, which shall be designated pulpwood, \$\_\_\_\_\_ per cord of 128 Cu.Ft. for pine and \$\_\_\_\_\_ per cord of 128 Cu. Ft. for hardwood.

Purchaser shall deposit with the owner, at the time of signing this Agreement, \$\_\_\_\_\_ for the faithful performance of this agreement, which amount shall be applied to the payment for the last timber cut hereunder provided this agreement is faithfully performed by the Purchaser; otherwise, it shall be retained by the Owner as damages.

Payment shall be made weekly and dray tickets shall be furnished to the Owner.

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2. 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.

3. Purchase agrees to immediately suppress and assist Owner on fires originating in area of this timber.

4. 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.

5. 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.

6. All tress not designated for cutting shall be protected against unnecessary injury in felling, skidding or hauling operations ~~and unnecessary cutting or slashing of young trees shall be made in felling or logging operations.~~

7. Unless written extension of time is granted all <sup>pine</sup> timber to be cut hereunder shall be cut, and removed and paid for on or before 1st day of October, 1972, and\* 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.\* a further period till the 31st day of December, 1972, shall be allowed for cutting hardwood along the railroad.

8. 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 damages 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 the 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.

9. This agreement shall inure to and be binding upon the respective heirs, successors and assigns of the parties hereto, as well as the parties themselves, by the Purchaser shall not assign or transfer any rights herein granted without first procuring in writing the consent of Owner thereto, except that the right is hereby granted by Owner for the assignment of this Agreement to the First National Bank

10. This agreement may be terminated for default or breach by either party after giving ten 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.

**WITNESS:**

~~XXXXXXXXXXXXXXXXXXXX~~

NEW Harriet M. Gordon (SEAL)

Harris M. Gordon

Ruth L. Gordon (SEAL)

Ruth L. Gordon

Lewis B. Walker (SEAL)

Lewis B. Walker  
Purchaser.

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$$\begin{array}{r} 31 \quad 9 \quad 72 \\ + \quad 10 \quad 72 \\ \hline 13 \quad 1 \quad 72 \\ 18 \quad 1 \quad 8 \text{ units} \end{array}$$



(Name) H. M. Gordon

(Address) Columbiana, Alabama

Form 1-1-27 Rev. 1-68

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama



Shelby Cnty Judge of Probate, AL  
01/14/1972 12:00:00 AM FILED/CERT

STATE OF ALABAMA

Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollars and the exchange of lands

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

Leon Kelly and wife, Freida M. Kelly

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Harris M. Gordon and Ruth L. Gordon, husband and wife,

(herein referred to as grantee, whether one or more), the following described real estate, situated in

Shelby County, Alabama, to-wit:

A part of the Southwest  $\frac{1}{4}$  of Section 36, Township 21 South, Range 1 West, described as follows: Begin at the Southwest corner of said Section 36 and run North along West boundary of said Section 1709 feet; thence run East and parallel with South line of said Section a distance of 1345 feet, more or less, to West right of way line of L & N Railroad; thence run in a Southeasterly direction along the West right of way line of said Railroad to the South line of said Section 36; thence run West along South line of said Section 36 to the point of beginning, which lands are more accurately described in accord with a survey dated Sept., 1966, and certified to on July 26th., 1968, by Frank W. Wheeler, Ala. Reg. L.S. 3385; to-wit: Begin at the southwest corner of Section 36, Township 21 South, Range 1 West, thence run East, along the South line of said section, a distance of 1969.71 feet to the West right of way line of the L and N Railroad; thence turn an angle of 108 deg. 32 min. to the left and run along the West right of way line of said Railroad a distance of 1802.00 feet; thence turn an angle of 71 deg. 28 min. to the left and run a distance of 1357.17 feet to the West line of Section 36; thence turn an angle of 88 deg. 40 min to the left and run South along the West line of Section 36, a distance of 1709 feet to the point of beginning; situated in the Southwest Quarter of Section 36, Township 21 south, Range 1 West, Shelby County, Alabama, and containing 65.25 acres.

Grantor will pay 1970 ad valorem taxes.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, WE have hereunto set OUR hands(s) and seal(s), this 6th day of April, 1970.

(Seal)

(Leon Kelly)

(Seal)

(Seal)

(Freida M. Kelly)

General Acknowledgment

STATE OF ALABAMA

Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Leon Kelly and wife, Freida M. Kelly whose name S 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 6th day of April, A. D., 1970.

Lanice Bracher  
Notary Public.