## TIMBER LICENSE AGREEMENT

STATE OF ALABAMA COUNTY OF SHELBY

·	THIS AGR	EEKENT MAI	E AND ENTERED	INTO THIS T	HE 26+h
day of Fe			by and betwee		·
hereinafter	referred	to as the	OWNER, and		
Lewis B. Walker					
hereinafter			PURCHASER:		

WITNESSETH THAT:

Owner in consideration of the covenants of the PUNCHA-SER 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 pine and hardwood pulpwood resulting from logging operations and standing on the NW1 of SW1 Section 26 and NE1; NE1 of SE1; S2 of NE1 of NW1; and NW1 pf SE1 Section 27, all in Township 24, Range 15 East, Shelby County, Alabama.

197304300000023650 1/2 \$.00 Shelby Cnty Judge of Probate, AL 04/30/1973 12:00:00 AM FILED/CERT

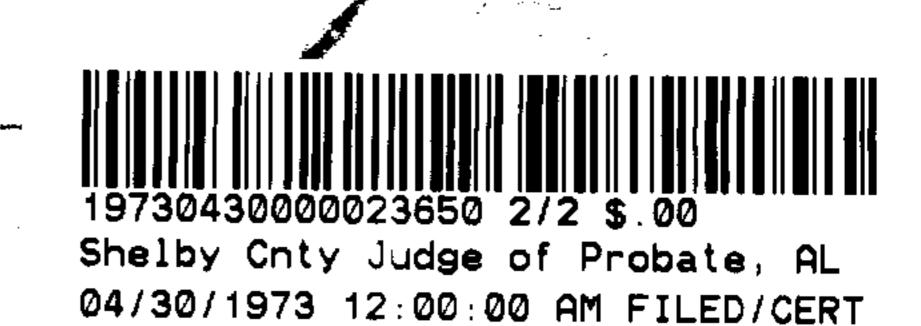
The right to cut and remove timber as herein granted and licensed is made expressly subject to the following terms and conditions which are a part of the consideration hereof:

(1). Owner reserves the right to designate as saw logs all merchantible 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 Lecimal C scale for pine saw logs as designated and
per 1,000 board feet Scribner Jecimal C scale for hardwood logs so designated. Purchaser agrees to pay for all other timber, which shall be designated pulpwood, \$6.50 per cord of 128
Cu.Ft. for pine and \$2.00 per cord of 128 Cu. Ft. for hardwood.

Purchaser shall deposit with the owner, at the time of signing this Agreement, \$650.00 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; however, Owners' liability hereunder is
limited to the amountpaid Owner under Item 1 hereof.

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 area 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 no unnecessary cutting or slashing of young trees shall be made in felling or logging operations.

  - 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 idemnify, 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, sucessors and assigns of the arties 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.
  - 10. This agreement may be terminated for default or breach by either party after giving ten days written notice.

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

WITNESS:		LUCK ANT GOLDON (SEAL)  BY AND Lordon
	april 30 73	(Lewis B. Walker) (SEAL)
	100	(Lewis B. Walker)