

STATE OF ALABAMA
COUNTY OF SHELBY

THIS AGREEMENT made this the 12th day of November, 1981 between Avondale Mills, Sylacauga, Alabama, 35150 hereinafter called the Lessor and Berry Hughes, Route 2, Box 196A, Columbiana, Alabama, 35150, hereinafter called Lessee,

W I T N E S S E T H:

1. Lessor hereby leases to the Lessee and Lessee hereby rents from the Lessor, the exclusive rights and permission to hunt, kill and take wild game during the period from November, 1981 through November 1985, upon all that real property in the County of Shelby, State of Alabama, described as follows:

Township 21 South, Range 1 West, Shelby County, Alabama
Section 35: SE $\frac{1}{4}$ of SW $\frac{1}{4}$, as per survey plat attached, dated
October, 1981, by Ray, Peoples & White, Inc.

2. The rent for the term lease shall be the sum of One Dollar (\$1.00) and the Lessor does hereby acknowledge the receipt of the sum of One Dollar for the five year lease. This lease may not be assigned or subleased by the Lessee without written consent of Lessor.

3. Lessor reserves the right to cut and remove timber from said property and to go upon the property for the purpose of looking after and protecting, estimating, cutting and removing timber. Lessor also reserves the right to conduct geophysical work and to drill, explore and produce oil, gas and other minerals in the said property.

4. As a part of the consideration of this lease, the Lessee agrees to protect and look after the described lands from all trespassers and from any and all unauthorized persons going upon the said lands for any purpose, agrees to protect said lands from hunting and other trespassing by all unauthorized persons and further agrees to refrain from driving nails or tacks into the trees on said property and agrees to take no action which would diminish the value of the forest standing on said property. Lessee is knowledgeable of the tract and lives within one-half mile of the property and has been involved in protecting this property since acquired by Avondale Mills on December 10, 1953, (Deed Book 163, page 195).

5. Either party may cancel this lease upon giving thirty days' written notice of cancellation to the other party.

6. Upon termination of this lease, any improvements made by Lessee upon the above described property shall be considered as a part of the real property and shall be the property of the Lessor.

7. Lessee agrees to indemnify the Lessor against and hold Lessor harmless from any and all claims, demands, liabilities, lawsuits and expense for or on account of any injury, to any person, or any death at any time resulting from such injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise (or which may be alleged to have arisen) out of or in connection with the use or occupancy of the demised premises by Lessee, Lessee's guest, agents, servants and employees, even though such injury, death or damage may be (or may be alleged to be) attributable to the negligence or other fault on the part of the Lessor or Lessor's agents or employees.

8. Lessee will abide by all State and Federal game laws and observe and practice at all times good game management policies.

IN WITNESS WHEREOF, Avondale Mills as Lessor and Berry Hughes as Lessee have hereunto set their hands and seals in duplicate, this day and year first above written.

AVONDALE MILLS

BY: Craig S. Crockard, Vice President
Avondale Mills Development

BERRY HUGHES

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Craig S. Crockard as Vice President of Avondale Mills, a corporation whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this 12th day of November, 1981.

Michael F. Ray
NOTARY PUBLIC, SHELBY COUNTY, ALABAMA

My Commission Expires June 18, 1982

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STATE OF ALABAMA

COUNTY OF SHELBY

I, undersigned authority, a Notary Public, in and for said State and County, hereby certify that Berry Hughes, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 12th day of November, 1981.

Doris Fay Turner
NOTARY PUBLIC, SHELBY COUNTY, ALABAMA



THIS INSTRUMENT PREPARED BY
JOSEPH L. MEAHER
DAVIS & MEAHER, INC.
P.O. BOX 2672
MOBILE, ALABAMA 36652

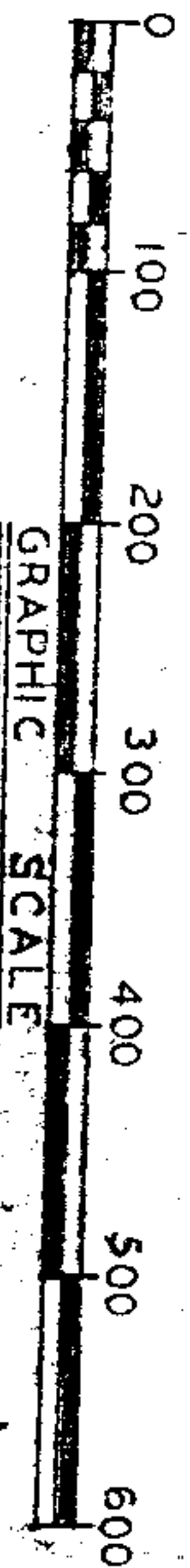
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RAY PEOPLES & WHITE INC.

ENGINEERS SURVEYORS

SYLACAUGA ALABAMA

OCTOBER 1981



I certify that this plat is a true representation of the land surveyed under my supervision and is correct to the best of my knowledge and belief.

[Signature]
Dorrell M. Ray, A1 Reg No 1719

E OF C 1' = 34500 +



T21S
 R1W
 T22S
 R1W



4" X 6" OLD CONC MON.

N 89° 06' 11" E

1337.107'

GULF STATE PAPER CO

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4" X 6" OLD CONC MON.

OLD PAIR

SURVEY FOR

DAVIS & MEAHER, INC.

AGENT - MOBILE, ALA.

AVONDALE MILLS PROPERTY

SE-SW SEC 35 T2S R1W
SHELBY COUNTY, ALABAMA

4" X 6" OLD
CONC. MON.
D M W C

14' 42" E

49.527'

4160 ACS

SE 1/4 SW 1/4

ON

LEGEND:

DMWC - DAVIS &
MEASHER WITNESS
CORNER

X-X-X-X-X FENCE

O - CREOSOTE
POSTS
- OLD PAINTED
LINE

1982 JAN - 6 PM 12:49

*Added to 450
Rec. 10.50
28.1 10.00
16.00*

N 89° 06' 11" E

1337.107

ITED LINE

1354.455

S 89° 27' 37" E

4 X 4
CON MON

2 IRON

COR IN PLACE

S 88° 15' 37" W

1332.73

DNW 512

4 X 6 OLD
CONC. MON.



SCALE 1"=100'

6° 37" W
9.088'

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