

83

This agreement made and entered into by and between A.P. Thomasson, hereinafter called LESSOR, c/o McCONNELL & MEAHER, INC., 2502 FIRST NATIONAL BANK BUILDING, P.O. BOX 2672, MOBILE, ALABAMA 36652, and Luke Jones, Route 1, Box 2385, Shelby, Alabama 35143 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 March 1, 1986 through April 30, 1991 and graze cattle and horses thereon and no other livestock shall be permitted to graze thereon. Lessee will follow prudent grazing practices upon all that real property in the County of Shelby, State of Alabama, described as follows:

Township 24 North, Range 15 East

Section 14: NE $\frac{1}{4}$  of SE $\frac{1}{4}$  and SE corner of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  46.79 acres  
As per plat attached.

2. As consideration for this lease, Lessee agrees to pay One and 00/100 (\$1.00) Dollars

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 take no action which would diminish the value of the forest standing on said property. Lessee agrees to maintain all existing roads on aforesaid property.

BOOK 066 PAGE 163

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 damage to any property, which may arise (or may be alleged to have arisen) out of or in connection with the use or other occupancy of the demised premise by Lessee, Lessee's guests, 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.

9. The Lessee shall diligently endeavor to protect the above premises from fire.

10. The family and personal friends of the Lessor will also have the right to hunt and fish on said lands owned by Lessor.

11. The Lessor is relieved by Lessee of all liability for any and all accidents or actions that might occur as a result of this hunting lease. Lessee shall promptly obtain a policy of insurance commonly known as Owners, Landlords and Tenants (OL&T) insurance, having limits of not less than \$500,000.00 and describing the premises which are the basis of this lease and naming as additional insured under said policy the following entity and persons: A.P. Thomasson and McConnell & Meaher, Inc.; Lessee shall furnish Lessor within fourteen (14) days of the execution of this lease, the certificate of insurance and shall furnish further certificates upon written request from McConnell & Meaher, Inc., Lessor's Agent.

IN WITNESS WHEREOF, A.P. Thomasson, as Lessor, c/o McConnell & Meaher, Inc. P.O. Box 2672, Mobile, Alabama 36652 and Luke Jones, as Lessee, Route 1, Box 2385, Shelby, Alabama 35143 have hereto set their hands and seals this 1st day of March, 1986.

Shelley B. Thomasson  
Witness

BY: A.P. Thomasson  
A.P. Thomasson

William Lee Smith Jr.  
Witness

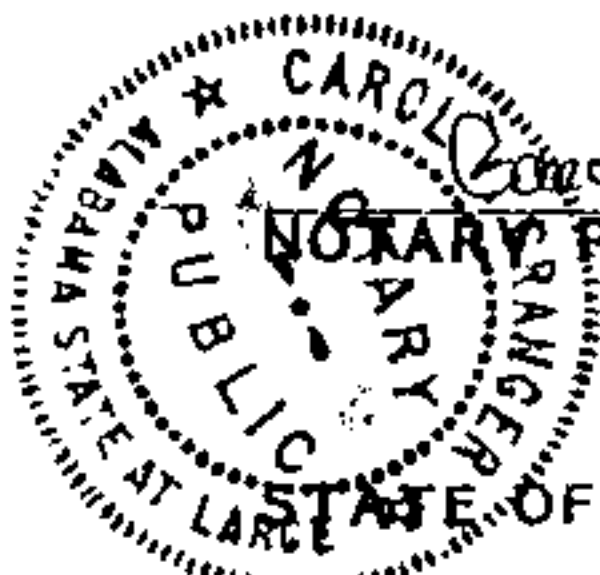
Luke Jones  
Luke Jones

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State and County hereby certify that A.P. Thomasson, c/o McConnell & Meaher, P.O. Box 2672, Mobile Alabama, 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 being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 24<sup>th</sup> day of March, 1986.



*Carol J. Granger*  
NOTARY PUBLIC, SHELBY COUNTY, ALABAMA

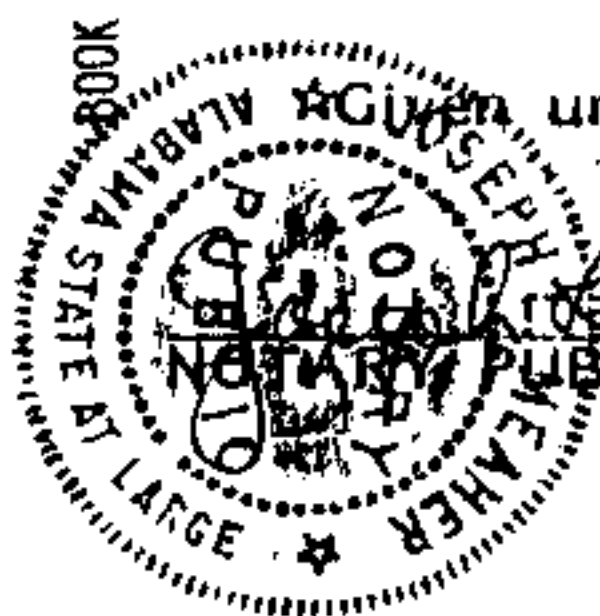
MY COMMISSION EXPIRES 4-25-88  
STATE AT LARGE

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that Luke Jones, Route 1, Box 2385, Shelby County, Alabama 35143 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.

066 PAGE 165



Given under my hand and seal this 1<sup>st</sup> day of March 1986, 1986.

*Joseph L. Meaher*  
NOTARY PUBLIC SHELBY COUNTY, ALABAMA

MY COMMISSION EXPIRES 6-7-88

LESSEES ADDRESS:

Luke Jones  
Route 1, Box 2385  
Shelby, Alabama 25143

THIS INSTRUMENT WAS PREPARED BY:

JOSEPH L. MEAHER  
McCONNELL & MEAHER, INC.  
P.O. BOX 2672  
MOBILE, ALABAMA 36652

LESSORS ADDRESS:

A.P. Thomasson  
c/o McConnell & Meaher, Inc.  
P.O. Box 2672  
Mobile, Alabama 36652

SURVEY FOR  
**A.P. THOMASSON**  
McCONNELL & MEAHER INC.  
AGENT - MOBILE, ALABAMA

SURVEYED BY  
**RAY PEOPLES & WHITE INC.**  
ENGINEERS - SURVEYORS  
SYLACAUGA ALABAMA  
STATE OF ALABAMA  
SHELBY COUNTY

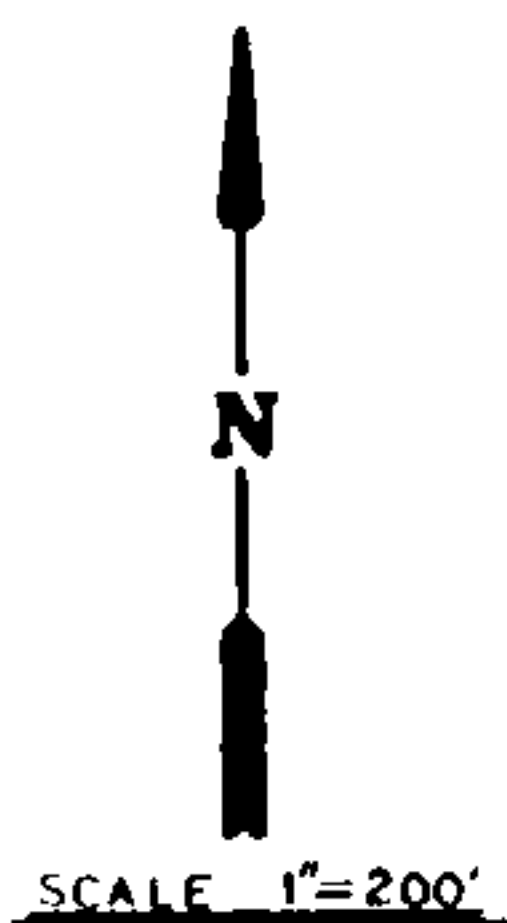
I certify that this plat is a true representation of the land surveyed under my supervision and is correct to the best of my knowledge and belief.

*Dowell M. Ray* Ala Reg No 1719  
State Board Certification N° 115

NE SE & 10 AC IN SE COR SE NE  
SEC 14 T24N R15E  
SHELBY COUNTY, ALABAMA

DECEMBER, 1985

OFFICE USE ONLY



BOOK 066 PAGE 166

HARRIS GORDON  
DB 261 P 850

S1°18'14"E  
1315.56

TOTAL 49.85 AC.  
ROAD ROW 3.06 AC.  
46.79 AC.

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT IS CORRECT

1986 APR -1 AM 10:02

*Ray Peoples & White, Inc.*  
JUDGE OF THE COURT

PAINTED  
ROCK PILE

2639.07

1319.54  
N89°22'53"E

H.M. GORDON

IRON  
I-BEAM

NOTE: PROPERTY LINES PAINTED YELLOW  
BY McCONNELL & MEAHER INC.

NOTE: BEARINGS CALCULATED FROM  
SUN OBSERVATION

LEGEND: —x—x— FENCE

■ McCONNELL & MEAHER 4 X 4  
WITNESS MONUMENT

● COR IN PLACE

○ COR SET BY THIS SURVEY

K.E. HOEFAMEN  
DB 252 P 25

S1°18'14"E  
660

S89°22'53"W

660

ROAD # 71

8

LUKE JONES  
DB 321 P 285  
DB 325 P 595

N88°25'18"E  
1336.78

IRON  
COR

1315.56  
N1°16'14"W

GULF STATES