

LIMITED LICENSE AGREEMENT


20060707000325690 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
07/07/2006 10:32:15AM FILED/CERT

STATE OF ALABAMA
COUNTY OF Shelby

LULA SH-C-231

Agreement made 7/5/2006 between GULF STATES PAPER CORPORATION, P. O. Box 48999, Tuscaloosa, Alabama, 35404, herein called Licensor, and The Reeves Group, 16205 Hwy 42, Shelby, AL, 35143, herein called Licensee.

In consideration of the mutual promises herein contained, the parties agree as follows:

1. GRANT OF LICENSE; DESCRIPTION OF PREMISES. Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

See attached plat for location.
2. LIMITATION TO DESCRIBED PURPOSE. The premises may be occupied and used by Licensee solely for access across corner of GSPC property to connect his property and for no other purposes during the term beginning 7/5/2006 and continuing until 7/5/2016.
3. TERMINATION. Either party may terminate this agreement at any time, without regard to payment periods by giving written notice to the other, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date therein specified.
4. PERIODIC PAYMENTS. Licensee shall pay Licensor for this License at the rate of Zero And 00/100 Dollars (\$0.00) per Term of the Contract payable in advance.
5. APPORTIONMENT OF PAYMENTS AND DUTIES OF TERMINATION. On any termination of this agreement by Licensor, Licensor shall apportion the annual fee paid in advance and the Licensor shall refund to the Licensee the unearned portion thereof. On any termination of this agreement Licensee shall quit the premises and shall remove therefrom all property which Licensee installed on, or attached to, the premises unless otherwise agreed in writing by Licensor. Any termination of this agreement, howsoever caused, shall be entirely without prejudice to the rights of Licensor then accrued hereunder.
6. USE OF PREMISES. Licensee agrees that it will make no unlawful nor offensive use of the premises and that it will comply with applicable laws, ordinances, rules and regulations of the local, State and Federal governments, and any other public authority having jurisdiction which may affect the premises. Licensee agrees further to return the premises as nearly as reasonably possible to its original condition or as otherwise mutually agreed.
7. INDEMNIFICATION. Licensee shall indemnify and hold harmless Licensor for any and all liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the premises covered by this License, or any means of ingress thereto or egress therefrom, regardless of whether or not such injuries or damage are alleged to be caused in whole or in part by Licensor, its agents, employees or assigns.

Licensee understands that there are certain on-going multiple uses of the premises by the Licensor and other Licensees, such as timber cutting, mining, hunting and other business activities, that may be carried on simultaneously with Licensee's intended use. Licensee agrees that this License shall at all times remain subordinate and subject to such uses whether now present or subsequently begun. Licensee further agrees to assume all risk of any personal injury or property damage to Licensee, its agents or employees, arising out of, or in connection with, such other multiple uses by Licensor or other Licensees. Licensee agrees that, in connection with the use of the premises by Licensee, no further notification, written or oral, need be given to the Licensee regarding the multiple uses of the premises by the Licensor and other Licensees. Licensee agrees to indemnify and hold harmless Licensor for any and all damages occasioned by the Licensee's use of the premises.
8. INSURANCE. The Licensee shall have the responsibility for maintaining property loss insurance covering its equipment and property on said premises, as well as public liability coverage for any injury or damage to third parties while on the described premises. Such coverage will be with carriers acceptable to Licensor and in the following amounts:

N/A
9. TAXES. The Licensor shall pay all ad valorem taxes and assessments, except those mentioned in the next succeeding paragraph, which may be levied, assessed or charged against the demised premises.

The Licensee shall pay all License privilege, ad valorem or other taxes levied, assessed or charged against it on account of operation of its business or on account of any equipment, inventory, or other property belonging to the Licensee and used in conjunction with the subject premises.

10. FIRE. Licensee shall take every precaution not to set fire to the above lands and in the event fires occur on said lands or on any other land of the Licensee in the vicinity thereof, the Licensee shall immediately notify the Licensor and the State Forestry Commission of the location of the fire and shall use all reasonable means to extinguish said fire and to prevent damage to any improvements, timber, trees, pulpwood, and timber growth on such lands.
11. PERSONAL LICENSE ONLY. It is agreed between Licensor and Licensee that this License is personal to Licensee and shall not inure to the successors or assigns of Licensee. Licensee agrees that he does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the premises, by virtue of this License or his occupancy or use hereunder.
12. ROAD USE AND MAINTENANCE. Where road use is a primary consideration to Licensee's use hereunder, Licensee agrees that it will perform all routine road maintenance and stream crossing during the period of this License, meeting or exceeding the guidelines set forth in Alabama's Best Management Practices for forestry, and on termination will restore roads to not less than as good condition as the roads were in at the beginning of Licensee's use. If such road maintenance and repair is not performed by Licensee, Licensor may perform same and bill its costs to Licensee.
- A cash deposit or bond of Zero And 00/100 Dollars (\$0.00) is required to secure performance of such road repair and maintenance. Upon satisfactory performance by Licensee, its deposit shall be returned and its bond released.
13. RESTRICTIONS. This License is specifically restricted by the following:
- No loaded firearms on GSPC property. No hunting on GSPC property. This is for walking access to adjoining property.
14. MISCELLANEOUS.
15. LITTER. The Licensee agrees not to litter and to keep the premises free of any and all trash, rubbish or garbage.
16. CONTACT PERSON. Mr. David Reeves- phone #205.669.2477 or 205.299.1083 (cell)

IN WITNESS WHEREOF, the parties have executed this License agreement on the day and year first above written.

WITNESS:

Rhonda Lancaster

GULF STATES PAPER CORPORATION

Licensor

By:

Rob Rimer

Title: Land Manager

WITNESS:

Edwin E Brasher

Licensee

By:

Title:

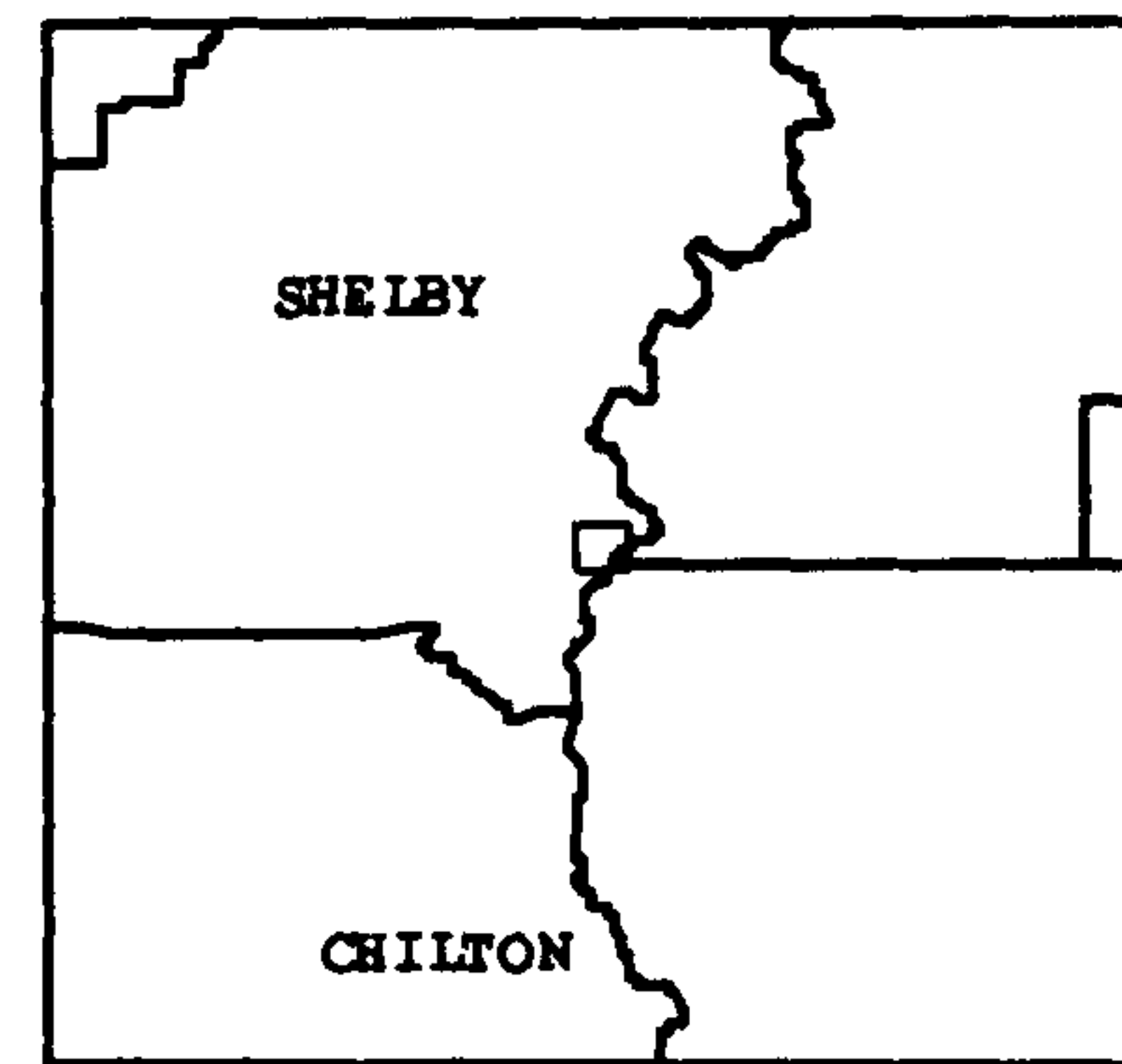
President The Reeves Group

ORIGINATOR: Larry Ford

LEGEND

 Reeves Access
30 feet wide

County: SHELBY
District: COLUMBIANA
MgtArea: COLUMBIANA DEVELOPMENT (210)
Comprtmt: 709
QuadName: TALLADEGA SPRINGS



Date 7/5/06
Forester L Ford
ACN _____



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in. = 1 Mile

