

#3

N/2 of SE of NE
Sec. 15, 14N, 6W
Bienville

Comm. BIC 217
Pg 18

STATE OF LOUISIANA
PARISH OF BIENVILLE

BE IT KNOWN, that on this day and date before the undersigned witnesses, in and for the Parish and State aforesaid, came and appeared C. R. KNOTTS, husband of Bettye Raburn, a resident of the Parish of Bienville, State of Louisiana, to us well known (hereinafter known and designated as the Vendor) who declared by these presents that he does hereby GRANT, BARGAIN, SELL, TRANSFER, CONVEY, ASSIGN, SET OVER AND DELIVER unto the said Robert Gair Company, Inc., a Delaware Corporation authorized and doing business in the State of Louisiana, duly represented herein by its President or by an agent and officer authorized and empowered by a resolution of the Board of Directors, its successors and assigns, with full and complete warranty of title, all and singular, the following described property, situated in the Parish of Bienville, State of Louisiana, to-wit:

Began Jan 30, 1956
99 yrs.
Ends Jan 30, 2055

All timber, trees, wood and other forest products of every kind, size and character, standing, growing, lying, being, and situated, or that may in the future within the lifetime of this contract, stand, grow, or be situated, as hereinafter provided, on the following described property located in Bienville Parish, Louisiana, to-wit:

SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 15, Township 14 North, Range 6 West, containing 80 acres, more or less.

TO HAVE AND TO HOLD the said described timber, trees, wood and other forest products unto the said Vendee, its successors and assigns, subject to the terms and conditions hereinafter contained.

The price and consideration for which this sale of timber, wood, and other forest products now growing on the said property is made, and for which the lease and future operations and cutting privileges herein set out are granted, is the sum of THIRTY-TWO HUNDRED AND NO/100 (\$3200.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and full acquittance hereof granted.

The Vendor and Vendee agree that this sale and contract is made upon and subject to the following additional terms, conditions and stipulations, which are a part of and covered by this agreement and a part of the consideration therefor.

1. It is agreed and recognized that one of the primary purposes for which the Vendee hereunder is acquiring said property and its rights hereunder, is the right to use the said lands in the future during the life of this

contract for the purpose of growing timber, wood and other forest products, and promoting the supply, stand, and growth of timber, wood and other forest products on the land, and removing and marketing the same from time to time and at will, which right of the vendee is in the nature of a lease of the land upon which the timber stands for said purposes, and that the consideration paid herefor covers all such rights and privileges as herein provided, in addition to the purchase of the timber, wood and other forest products presently on said property. The vendee shall have the right to cut and remove timber, wood and other forest products from said property, or from any part thereof, repeatedly, at such times as it may elect during the life of this contract, and the removal of all or a part of the timber, wood or other forest products from said property, or any portion thereof, one or more times, shall not terminate or affect the vendee's rights at subsequent times to remove timber and other forest products that may be on said property or that may grow thereon during the life of this contract; all of which rights are subject to the payment of taxes on the property or portions thereof, and to the other obligations assumed by vendee and reservations made by vendor as herein set out.

2. Subject to the terms hereof, the rights of the vendee herein to cut and remove, and recut and remove, the said timber and the appurtenant rights herein otherwise set out shall remain in full force and effect for a period of ninety-nine (99) years from the date of this instrument on all lands on which vendee does not elect to release its rights as herein provided.

3. Vendee shall pay annually and before delinquency all taxes of any kind levied upon the timber, trees, wood and other forest products of every kind herein conveyed now on and which may be on said lands and subject to the provisions of Paragraph Four (4) below, all taxes levied and assessed on and against all of the lands above described and referred to during the life of this contract, together with and including all severance taxes levied and assessed on and against the timber, trees, wood and other forest products now on or which may be on said lands, except taxes on such lands as may be released by vendee in accordance with this agreement for the years following the release of such lands, and shall furnish to the vendor on request evidence of the payment of such taxes. If the vendee shall fail to pay taxes on all or any part of said lands, and the taxes on all or any part of said lands shall become delinquent in accordance with the provisions of law, then

and in that event the vendor may notify the vendee and put it in default by written notice by registered United States mail addressed to vendee that the taxes on all or any part of said lands are past due, delinquent and unpaid, and thereupon the vendee shall have thirty (30) days from the date of posting of such written notice by registered mail within which to pay said taxes. If vendee then fails to pay said taxes within said period, its rights under this contract shall then terminate and cease as to those lands on which the taxes are not paid. Vendor shall, however, have the right to enforce payment of taxes by vendee in case failure to pay such taxes would effect a release in violation of Paragraph Four (4) of this agreement. Provided however, that vendee shall have the right, bona fide, to contest any taxes which it considers illegally assessed, upon condition that it shall promptly pay and discharge any such taxes before said taxes shall subject the land or timber to seizure and sale for taxes.

Vendee shall not be obligated to pay any taxes separately assessed or otherwise levied on oil, gas or other minerals on, in and under the said lands or produced therefrom, or any increase in the value of the said lands, if any, caused directly by the oil, gas or other minerals on, in or under the same, or caused directly or indirectly from the production, drilling, or development of the same from any adjoining lands or land, or in the same area, or by equipment or property placed thereon in connection with the development and production of such oil, gas or other minerals, which increase in taxes, if any, shall be assumed and paid by the vendor. Notwithstanding the increase in assessment due to such minerals, taxes on an assessment equal to the previous assessment shall continue to be paid by the vendee, unless forest lands in the neighborhood, of like kind and character shall have their assessments reduced. Taxes for the year ¹⁸⁸⁵~~1886~~ shall be paid by the vendor.

shall
4. Vendee and its successors have the right to release from this contract any portion, or all of the said lands during the term hereof, and be relieved of its obligations to pay the taxes on the lands so released. Such release, or releases, shall be executed in triplicate originals, one original of which shall be mailed to the vendor at Saline, Louisiana, and which mailing shall constitute sufficient notice of such intention to release, and one original of which shall be recorded by the vendee at its expense in the

parish in which the land is situated. The vendee shall pay taxes on any lands released for the year in which they are released, but all future taxes on the land released shall be paid by the vendor beginning the year following the release.

5. For the purpose of cutting and removing the timber, trees, wood and other forest products on said land and for conducting all its operations thereon, or using and renting said lands for any purpose, unless otherwise excepted, and particularly its operations in connection with the growing, protecting, conserving, promoting, manufacturing and marketing the timber, trees, wood and other forest products on said lands, vendee shall have full and free right of ingress and egress to and from said property at all times during the life of this contract, except as herein otherwise expressly provided, for its officers, agents, employees and licensees, and for its teams, trucks, automobiles and other vehicles and equipment, and for other means and methods by which it may elect to carry on its operations on said lands, and shall have the right to erect, construct and maintain, and to operate on and across said lands, or any part thereof, all such trails, fire-breaks, roads and logging railroads, sawmills and planing mills and logging camps it may elect to construct, operate and maintain in connection with its operations hereunder, all of which rights shall remain in full force and effect during the life of this contract as to the lands remaining subject to this contract. If the vendee constructs across any of said lands which may be subsequently released any road, tramroad, or logging railroad, it shall have the right to maintain and use the same for the purpose of conducting its operations hereunder on the remaining lands during the entire life of this contract by paying taxes on the tracts crossed by such road, tramroad or logging railroad in 40 acre subdivisions, or such fractional parts thereof as are included in the described lands.

It is expressly agreed that the vendee shall not be limited to the growing, cutting and removing of timber, trees, wood and other forest products on the said land, but is hereby given the specific right to use the lands for any purpose it desires, including farming, renting, etc. which right carries with it the full power and authority to do any and all things necessary, essential, and incidental to the use thereof, excepting, of course, any right to use said land for the exploration for or production of oil,

gas and minerals, no rights thereto were intended to be hereby conveyed to vendee.

6. Vendor expressly reserves to himself the right to make and grant any and all oil, gas, and other mineral leases and contracts necessary and desirable to the full mineral development of said lands and reserves to himself the surface rights necessary for the performance of such mineral contracts and the full mineral development of the property, including the right to use roads, canals and ways for ingress, egress and regress of persons and property in the said mineral development, and the use of the surface for pipe lines, telephone and telegraph lines, storage bins, derricks, camp sites and other appurtenances necessary, proper or desirable for the purpose of oil, gas and mineral development of all kinds of the property. Vendor moreover shall have the right of all roads, tramroads, logging railroads and other ways for the purpose of having ingress, egress and regress to and from all released lands for all purposes in connection with said lands. In case of such use by vendor, vendor shall hold vendee harmless from loss or damage resulting from such operations by vendor.

7. If vendor, its successors or assigns require the use of any of the above lands whether exclusive or otherwise for the purpose of buildings, pipe lines, warehouses, drilling of wells, or for storage tanks or other accessories of mineral development, vendor's rights to such use shall be paramount to any rights herein conveyed to the vendee, and vendee shall not interfere in any manner with such use; provided, however, that vendor shall, on demand of the vendee, pay to the vendee the value of any trees, timber, wood and other forest products on the lands, together with the value of the lands so used, provided in no instance shall the value of the above be less than the price and consideration herein set forth, and shall pay to vendee the fair value of any road or other improvement actually placed upon said lands by vendee and still in use by vendee, of the use of which vendee shall be deprived. Vendee shall have the right, at its option, to remove any severed timber, trees, wood and other forest products instead of accepting payment for the timber and forest products, provided such removal is accomplished with reasonable promptness. In settling for timber, trees, wood and

other forest products the fair stumpage market value at the time shall be used, subject to the above. Vendee shall be exonerated from any obligation to pay taxes upon any governmental quarter-quarter section upon which any such building, warehouse, storage tank or derrick is erected.

8. The parties hereto each recognize the rights of the other to ingress and egress to the property and each agrees to conduct its operations with fair and reasonable regard for the convenience and rights of the other.

9. In case of the failure of title to any portion of the land embraced herein, the obligation of the vendor under the warranty contained in this agreement is that the said vendor shall not only pay the vendee for the timber actually located on the land, or the timber severed therefrom for which the vendee is required to make restitution, the title to which shall fail, at its fair stumpage market value, but shall reimburse and pay the vendee for any damages of any nature and kind it might suffer as a result of the failure of said title.

10. If, after the execution and delivery of this instrument, any of the said lands described herein should be taken for public use, whether by expropriation, condemnation or other proceedings, vendee shall have the right by suit or otherwise, to receive and keep the value as fixed in said expropriation, condemnation, or other proceedings of the timber, trees, wood and other forest products so taken, together with any allowance which may be made in such condemnation proceedings as the value of any additional rights which vendee may have under this instrument.

11. If after the execution and delivery of this instrument, and before its termination any trespass should be committed on or against any of the timber, wood, trees and other forest products situated, or which may be situated, on any of the lands covered by this contract, or if any of such timber, trees, wood or other forest products should be stolen or otherwise wrongfully cut, destroyed or damaged, whether removed or not, vendee shall have the right to bring and maintain in its own name, all suits and actions, both civil and criminal, for damages or other redress, to compromise and settle any such claims and actions, and to take in its own behalf any other steps to recover the value of any timber, trees, wood and other forest pro-

ducts wrongfully taken, cut, destroyed, or damaged, and to receive and keep any and all amounts and things so recovered.

12. At the termination of this contract, vendee, if not in default, shall have the right to remove from said lands, all buildings, machinery, rail and equipment, installed thereon by it, provided that said removal is completed within ninety (90) days of such termination.

13. All the terms, conditions and obligations hereunder shall extend to the heirs, legal representatives, successors and assigns of the parties hereto.

14. Documentary stamps in the sum of THREE AND 55/100 ^{3/5 C.R.K.} (\$3.55) Dollars have been affixed to this instrument at the expense of the vendor.

15. Notice hereunder shall be deemed to be given if mailed to vendor at Saline, Louisiana, by registered mail, and notice shall be deemed to be given if mailed to vendee at Hodge, Louisiana, by registered mail, unless either the vendor or the vendee shall notify the other in writing of a new address to which such notice shall be mailed.

16. Vendor shall hold and keep vendee harmless from loss or damage resulting from vendor's operations upon the land described hereinabove, and in like manner, vendee shall hold and keep vendor harmless from loss or damage resulting from vendee's operations on said land.

17. All parties to this act waive the production of tax receipts and of the certificate of mortgages required by Article 3364 of the Revised Civil Code, and release all officers before whom this act is signed, passed or accepted, from all liability on account of the non-production of same.

IN TESTIMONY WHEREOF, the parties have hereunto executed this instrument in the presence of the undersigned witnesses, in the Parish and State hereinafter mentioned, on the days and dates hereinafter written.

THUS DONE AND SIGNED by C. R. Knotts on this the ^{30th} day of ^{January} ~~1956~~, in the presence of the undersigned witnesses. _{C.R.K.}

ATTEST:

William C. McManis
Mary R. Routh

C. R. Knotts
C. R. KNOTTS

THUS DONE AND SIGNED by Robert Gair Company, Inc., duly represented by its authorized agent and officer, on this the 1st day of November, 1956 in the presence of the undersigned witnesses.

ATTEST:

A. W. Ramey
Alice W. Cooper

ROBERT GAIR COMPANY, INC.

BY: R. L. Linn
Vice - President

STATE OF LOUISIANA
PARISH OF JACKSON
PARISH OF BIENVILLE

BEFORE ME, the undersigned authority, personally came and appeared William C. McDermott, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being by me first duly sworn, did depose and say: That he subscribed his name to the foregoing instrument as a witness and that he knows C. R. Knotts, the grantor named in the said instrument, to be the identical person described therein, and who executed the same, and saw him sign the same as his voluntary act and deed, for all of the considerations therein recited, and that he, the said William C. McDermott, signed the same at the same time as an attesting witness, and that he now recognizes his signature as being true and genuine.

William C. McDermott

SWORN TO AND SUBSCRIBED BEFORE ME, On this the 30th day of October, 1956 and 1955.

C. M. Stewart
NOTARY PUBLIC

Claude Milton Stewart, Notary Public
Hodge, Jackson Parish, Louisiana
My Commission Expires Nov. 5, 1960

STATE OF Massachusetts
County OF Suffolk

BEFORE ME, the undersigned authority, this day personally came and appeared A. M. Rankin, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as a witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows R. L. FITTS, the agent and officer for Robert Gair Company, Inc., one of the parties named in the said instrument, to be the identical person described therein, and who executed the same, and saw him sign the same as his own voluntary act and deed, and that he, the said attesting witness, subscribed his name to the same at the same time as such, and that he now recognizes his signature as being true and genuine.

A. M. Rankin

SWORN TO AND SUBSCRIBED BEFORE ME, On this the 1st day of
~~November, 1955.~~
February, 1956.

Lionard N. Jones.
NOTARY PUBLIC