

Pat Porter

From: Bruce Evans <bevans00@me.com>
Sent: Wednesday, January 28, 2015 7:54 AM
To: Pat Porter - Office
Subject: 99 year timber lease

Began 11/16/60
Ends 11/15/2059

Frank & Joan 99 YEAR LEASE

her successors and assigns.

IN WITNESS WHEREOF, this instrument is signed this the 20th day of October, 1960 in the presence of the undersigned witnesses.

WITNESSES:

RAE L. RATCLIFF MRS. W. B. COUSSONS
M. A. TOMS
RAE L. RATCLIFF W. B. COUSSONS
M. A. TOMS

STATE OF LOUISIANA
PARISH OF WEBSTER

On this 20th day of October, 1960, before me personally appeared Mrs. W. B. Coussons and W. B. Coussons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

G. K. KITCHENS
Notary Public

A true and correct record of the original this November 16th 1960.

ATTEST: [Signature] BY. CLERK

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J. O. EVANS, ET AL ✓ § REG. NO. P-3656 FILED NOV. 15th 1960 at 9:55 A. M.
TO/ 99YEAR LEASE §
MARTIN TIMBER CO., INC. ✓ §

BE IT KNOWN, That on this day and date before the undersigned witnesses, in and for the Parish or County and State hereinafter stated, came and appeared J. O. EVANS, husband of Constance C. Evans, N. O. EVANS, husband of Dorothy Sledge, MAY EVANS, husband of Daisy Broussard, JOAN EVANS, wife of Frank Kelly, Jr., known and designated as the Vendor, whether one or more, who declared by these presents, that they do hereby grant, bargain, sell, transfer, convey, and assign, set over and deliver unto: MARTIN TIMBER COMPANY, INC., a Louisiana corporation domiciled in Rapides Parish but doing business at Castor, Louisiana, its successors and assigns, with full and complete warranty of title, and subrogation to all rights and actions in warranty against former owners, and free from all encumbrances, all and singular, the following described property situated in the Parish of Bienville, State of Louisiana, to-wit:

All timber, trees, wood, pulpwood, logs, and all other forest products, all of which are hereinafter referred to as FOREST PRODUCTS, of every kind, specie, 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, to-wit:

- SW₁ of NW₁ in Section 29 *
- NW₁ of NE₁ in Section 10 *also known to Broussard, St. St. St. by*
- NE₁ of NE₁ in Section 17
- The South 17 acres of SW₁ of SW₁ in Section 11
- NW₁ of SE₁ and NE₁ of SW₁ in Section 2 and the W₁ of NW₁ of NW₁ in Section 14, *30 acs*

37 ac
14-7-11 & 14-7-14

20 ac
14-7-29
E/2 of SW/NW

20 ac
16-6-32
W/2 of NW/SE

40 ac
NW/NW
14-7-11

SIGNED 11-9-60
99 YR LEASE EXPIRES - 10-20-2059

45 YRS TO EXPIRATION
ON 11-9-2059

shown here
as NW/SE/1/4

all in Township 14 North, Range 7 West.

ALSO

40 NW¹/₄ of NW¹/₄ in Section 33; S¹/₂ of NE¹/₄, NW¹/₄ of SE¹/₄ and E¹/₂ of NE¹/₄ of NE¹/₄ in Section 32,³
all in Township 16 North, Range 6 West.

TO HAVE AND TO HOLD the said described FOREST PRODUCTS unto the said Vendee, its successors and assigns, subject to the terms and conditions herein contained.

The price and consideration for which this sale and contract is made, is FIFTEEN THOUSAND NINE HUNDRED & 21/100 (\$15,900.21) Dollars, cash in hand paid, and other valuable considerations, the receipt of which is hereby acknowledged, and full acquittance thereof 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 recognized that Federal, State and Local Agencies are fostering various programs to replenish the dwindling supply of timber by encouraging replanting of denuded areas. The parties hereto desire to effectively cooperate with such reforestation programs by the planting of seedlings, the protection of forest from the ravages of fire, the elimination of damage to trees caused by livestock, etc. to selective cutting of present timber stands as well as future stands, and to practice other approved methods of forestry which Vendee deems feasible and of economic benefit to the owner and community with a view of protecting and developing this natural resource for the enjoyment and use of future generations.

Therefore, it is agreed that Vendee shall have the right to plant trees, do selective cutting, and put into effect forestry practices which it deems advisable on the land described herein during the life of this contract. Additionally, Vendee is granted the right and authority to cut, remove and market all FOREST PRODUCTS from said land, or any part thereof, at will, and repeatedly during the term of this covenant, and the removal of all or any part of the 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 cut and remove all 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 provisions of this agreement.

2. Subject to the terms hereof, the rights of the Vendee herein to cut and remove, and recut and remove, the said FOREST PRODUCTS 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.

3. Vendee shall pay annually, before delinquency, advalorem taxes levied and assessed on the land and timber covered hereby, during the term of this agreement and subject to its stipulations. Evidence of payment of such taxes shall be furnished Vendor on request. Failure of Vendee to pay such land taxes within ninety (90) days after written notification by registered mail by Vendor of delinquency shall result in the forfeiture of Vendee's rights hereunder on such land or lands as to which taxes are not paid. The Vendee may contest any assessment made or tax levied in this connection with the same right and authority as the landowner, provided that it shall pay and discharge any such taxes prior to the time, the land or timber is subject to seizure and sale for taxes.

Vendee shall not be obligated to pay any taxes levied on oil, gas, sulphur, salt or other minerals on, in and under lands covered hereby, or produced therefrom; nor taxes based upon an increased value, or assessment, resulting directly or indirectly because of

the potential or actual mineral content of the lands described herein and/or lands in the area thereof; nor any increase in taxes which may occur by reason of any equipment or property placed thereon for mineral exploitation and development purposes, it being agreed that all such increases in taxes shall be assumed and paid for by the Vendor. Vendee shall have the right, however, at its option, to make payment of such taxes brought about by increased assessments, as aforesaid when due, and be legally subrogated to any lien and privilege of the taxing authority for the collection thereof. Taxes for the year 1960 shall be prorated between the parties buying and those selling.

4. For the purpose of cutting and removing the Forest Products on said land and for conduction all its operations thereon or using and renting said lands for any purpose, unless otherwise excepted, and particularly its operations in connection with the planting, growing, protecting, conserving, promoting, manufacturing and marketing forest products on said lands. Vendee shall have the full and free right of ingress, egress and regress 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 all other vehicles and equipment, and for other means and methods by which it may elect to carry on any of 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 for whatever purpose, 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.

5. Vendor expressly excludes and does not transfer or grant to Vendee any rights or privileges as to mineral rights or royalties in connection with the property described in this instrument, and vendor shall have the exclusive right to make and grant any and all oil, gas and other mineral contracts or leases with reference thereto for the purpose of prospecting, exploiting, investigating, drilling, mining for or producing, saving, storing, treating, processing or owning oil, gas and all other minerals together with all privileges rights and servitudes useful or convenient for operations on said land.

The Vendee shall have, and may exercise, the full and exclusive use of said land or lands for any purpose, except that of mineral exploitation and exploration as reserved by Vendor, which shall include the use of the land for growing, cutting and removing FOREST PRODUCTS, together with all incidental, necessary or essential rights, privileges and servitudes. The Vendor's rights to use of the land is specifically restricted to its use for mineral exploration or development.

6. If Vendor or assigns, requires the exclusive use of any of the lands for buildings, pipelines, warehouses, 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 Vendee, and Vendee shall not interfere in any manner with such use; provided, however, that Vendor shall, on demand of Vendee, pay to the Vendee the value of all FOREST PRODUCTS on the lands so used, and shall pay to Vendee the fair value of any road or other improvement actually placed upon said lands by Vendee, the use of which Vendee shall be deprived. Vendee shall have the right, at its option, to remove all FOREST PRODUCTS instead of accepting payment therefor, provided such removal is accomplished with reasonable promptness. In settling for FOREST PRODUCTS the fair stumpage market value at the time shall be used.

When it is desired to begin mineral development of any nature on any land covered and included in this agreement, Vendor, or Assigns, shall promptly furnish Vendee with an

accurate description and plat of the land needed for such development, or any improvements placed upon such land by Vendee, prepared by a licensed surveyor, such acreage to be not less than twenty (20) acres and being in as near a square form as possible with the drilling location, or well, in the center thereof, but in the absence of such a point the first construction upon the land shall be its approximate center.

Vendor shall, prior to beginning operations or development, pay to Vendee, in one cash payment, all ad valorem taxes on land and timber heretofore paid by Vendee, on such lands desired to be released. Further, Vendor shall pay to Vendee in one cash payment, prior to repossessing said lands, the sum of Ten Dollars for each acre released during the first ten years of this contract, and the sum of Fifteen Dollars per acre for the acreage released after said ten years.

Upon compliance by Vendor with the provisions of Article Six (6) herein, Vendee shall, when requested, execute a release of such land designated for mineral development.

Vendee shall be relieved from all obligations to pay taxes hereunder as to such land released for mineral purposes.

The obligations herein assumed by the Vendee shall not in any way be diminished or reduced, nor shall Vendee be entitled to any other claims upon Vendor by reason of any operations upon said land by Vendor under any mineral lease, contract or agreement relative to mineral development of said land.

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

8. If, after the execution and delivery of this instrument, any of the said lands described herein should be taken for public or semi-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 all FOREST PRODUCTS so taken, or destroyed, together with any additional benefits which may be decreed in such condemnation proceedings inuring to Vendee under this instrument.

9. If after the execution and delivery of this instrument, and before its termination any trespass should be committed on or against any of the FOREST PRODUCTS situated, or which may be situated, on any of the lands covered by this contract, or if any of such 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 FOREST PRODUCTS wrongfully taken, cut, destroyed or damaged, and to receive and keep any and all amounts or property so recovered.

10. At the termination of this contract, Vendee shall have the right to remove from said lands, all buildings, machinery and all other improvements placed and installed thereon by it, provided that said removal is completed within ninety (90) days from such termination.

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

12. Documentary stamps in the sum of Seventeen & 60/100 (\$17.60) Dollars have been affixed to this instrument at the expense of the Vendor.

13. Vendee, its successors and/or assigns, shall have the privilege of releasing from this contract all or any portion of the land included herein and be relieved of its obligation to make payment of the taxes set forth in Paragraph 3 of this contract to the

extent of the land released. The original copy shall be filed in the Conveyance Records of the Parish at the expense of the Vendee, and a duplicate shall be furnished the vendor. It is provided, however, that if any lands released for all of that year in

14. Notice hereunder shall be deemed given to J. O. Evans, Saline, Louisiana or N. O. Evans, Castor, Louisiana, Louisiana by registered mail, and notice shall be deemed given to the other by registered mail. Each party shall notify the other in writing of a new

15. Vendor shall hold and keep Vendor harmless from Vendor's operations upon the land described herein. Vendor shall hold and keep Vendor harmless from operations on said lands.

16. Vendee shall have the sole and exclusive rights of way for all electric and telephonic lines, railroads, canals, and all other easements and conditions it shall see fit and proper to grant, but not for a period which shall exceed the term specified

Bruce Evans

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