# TIMBERLANDS II, LLC

HUNTING LICENSE AGREEMENT Contract No: MA-1471

THIS HUNTING LICENSE AGREEMENT ("Agreement"), made this 22nd day of January, 2020, between **TIMBERLANDS II, LLC** ("Licensor"), with a mailing address of c/o Forest Resource Consultants, Inc., 702 North Temple Drive, Diboll, Texas 75941, and **PIGG HUNTING CLUB** ("Licensee"), having an address of c/o **BROOKS PIGG, 9064 SEEDLING DRIVE, MIDLAND, GA, 31820**.

WITNESSETH:

LICENSED PREMISES: For and in consideration of the license fee hereinafter set forth, and the covenants, conditions and obligations to be observed and performed by Licensee as set forth in the Standard Conditions of License Agreement, Licensor hereby grants to Licensee for the Term as defined below, a revocable license for hunting purposes and any other purpose contained herein only, on the following described property:

|  |  |  |  |
| --- | --- | --- | --- |
| **Tract** | **Lease License** | **Acres** | **State/County** |
| 22089 | MA-11750-0 | 710.00 | GA-Stewart |
|  | Total Acres | 710.00 |  |

Note: acreage determination stated in this agreement is an approximation.

TO HAVE AND TO HOLD THE LICENSED PREMISES upon the terms and conditions set forth in the Standard Conditions of License Agreement.

Wherever the term “Licensee” is used in this Agreement, it shall mean the hunting club, its members, employees, licensees and invitees.

TERM: The term of this License shall be for a period of one year beginning on **June 1, 2020**, and ending at midnight on **May 31, 2022**, unless sooner terminated as hereinafter provided (the “Original Term”). The term of this License may be extended for one additional one-year period (an “Extension Term” and collectively with the Original Term, the “Term”) upon the mutual consent of Licensor and Licensee, which may be evidenced by Licensor sending an invoice to Licensee for the Extension Term and Licensee paying the invoice by the due date set forth below.

FEE: Licensee shall pay to the Licensor the fee specified below **on or before** the following dates (as applicable):

|  |  |  |
| --- | --- | --- |
| Term | Date Due | Acre Rate |
| Original Term: | **June 1, 2020** | **$0.00/Ac** |
|  |  |  |
| Extension Term: | **June 1, 2021** | **$0.00/Ac** |

Licensee shall pay the License Fee by electronic ACH payment, a cashier's or certified check, or money order made payable to **Timberlands II, LLC** by delivery to Licensor's Agent, Forest Resource Consultants, Inc., whose mailing address is 702 North Temple Drive, Diboll, Texas 75941. If any payment of the License Fee by Licensee is returned due to non-sufficient funds in Licensee’s account, Licensee shall be responsible and shall reimburse Licensor for any fees or charges incurred by Licensor.

SPECIAL LICENSE CONDITIONS: Licensee attests they **and all Licensees on the attached “License Signature Roster”** have read and understand the Standard Conditions of License Agreement.

# TIMBERLANDS II, LLC

**STANDARD CONDITIONS OF LICENSE AGREEMENT**

1. The exercise of this License by Licensees and their agents, servants, employees, members and guests shall comply with all wildlife game and fish laws, statutes and regulations of the United States and the State in which the Premises are located and all other governmental laws, statutes and regulations.
2. Licensees and their agents, servants, employees, members and guests will exercise due care to prevent, control and eliminate forest fires, will not cause or permit damage or injury to fences, crops, trees or equipment and will not commit, suffer or permit waste, damage or injury in or to the Premises. Licensees and their agents, servants, employees, members and guests are only permitted to operate or ride all terrain vehicles (“ATVs”) on the Premises in connection with hunting activities and then in accordance with all applicable laws. No Licensee, or agent, servant, employee, member or guest of the Licensees shall operate or ride any ATVs on the Premises for recreational purposes or any other purpose (unless in connection with hunting activities).
3. Licensees shall not operate vehicles under conditions and in areas where damage to roads or to the land may occur. Licensees shall be responsible for road maintenance costs arising from unreasonable use of or damage to Licensor's roads, ditches and gates.
4. Licensees shall pay an additional 5% of the Fee if the full amount of the Fee has not been received by the payment due date. Licensor may immediately revoke and terminate this License and the rights and privileges of Licensees hereunder if the Fee is not received on the payment due date.
5. No commercial hunting or fishing activities or operations by Licensees or their agents, servants, employees, members or guests shall be permitted on or from the Premises. In addition, hunting deer with dogs and trapping is strictly prohibited. Hunting deer over bait in Georgia or Alabamaand wild hog hunting in Georgia or Alabama are permitted under this License provided members under this License comply with all state and federal regulations and laws pertaining to deer baiting and hog hunting.
6. Licensees shall not sell, directly or indirectly, any hunting or fishing permit, or any other right or privilege hereunder or in the Premises, or assign any or all of the rights and privileges of Licensees granted hereunder without the prior consent of Licensor, which consent may be withheld by Licensor in its sole discretion. Licensor shall have the right, in its sole discretion, to sell, transfer or convey the Premises and the rights and privileges of Licensor under this License. Subject to the foregoing limitations, this License shall bind and inure to the benefit of Licensees and Licensor, and their respective heirs, successors and assigns.
7. At any time during the Term, Licensor shall have the right upon notice to Licensees to immediately revoke and terminate this License and the rights and privileges of Licensees hereunder. Licensees shall have the right upon thirty (30) days prior notice to Licensor to terminate this License. In the event of the termination of this License pursuant to this Section 7, Licensor agrees to refund to Licensees a prorated portion of the consideration paid hereunder by Licensees in an amount equal to the unused period of time from the date of the termination of the License to the end of the Term.
8. Neither Licensor nor its successors, assigns, agents, servants or employees shall have any responsibility or liability to Licensees or their agents, servants, employees, members or guests for any claim, loss or injury to person or property, in any manner caused or resulting from anything done or omitted or in any manner arising hereunder and Licensees hereby jointly and severally agree and bind themselves to indemnify and hold Licensor and its successors, assigns, agents, servants and employees harmless from all such claims, losses or injuries, whether in favor of or to, Licensees or their agents, servants, employees, members or guests whether such claim, loss or injury is caused by, or arises out of the negligent act or omission of the Licensor or its successors, assigns, agents, servants, or employees or those authorized by the Licensor to go over or upon the Premises.
9. At all times during the Term of this License, Licensor, at the cost and expense of Licensees, shall maintain a liability insurance policy specifically applicable to the Premises insuring Licensor and Licensees as their respective interest may appear. The liability insurance shall contain limits of no less than $1,000,000 for bodily injury and/or property damage per each occurrence. The cost of this insurance is paid by Licensee under Licensor's blanket policy as a part of the rate per acre on this tract; no additional payment is required. Licensees shall abide by any guest requirement established by the insurance company under the liability insurance policy and failure to do so shall automatically cancel this License at the time as the guest requirement is violated.
10. Licensee may camp on the Premises. The number, size and location of campsites and duration of temporary structures, trailers and campers on the Premises shall be subject to prior approval by Licensor. Trailers, vehicles and campers must be currently registered and display a current license tag. Installation of power lines, septic tanks and wells is strictly prohibited.
11. Other than Licensees and the guests of Licensees, Licensees covenant and agree that no person whatsoever shall at any time be allowed on the Premises by Licensees or shall be permitted to exercise any right or privilege under this License. No guest of Licensees shall at any time be allowed on the Premises or shall be permitted to exercise any right or privilege under this License unless and until the guest executes and delivers to Licensor, or the Licensor's agent or other person designated by Licensor, a Release and Indemnity Agreement in favor of Licensor in the form attached hereto as **Exhibit “B”**. Licensee should remove Exhibit “B” from this document and retain it for future use.
12. Licensees may post “No Trespassing” signs on the Premises. Posted signs shall be attached to trees using aluminum nails only. Nails or steel spikes may not be driven into trees for any other purpose. Licensees shall have the nonexclusive right to prosecute in accordance with law anyone trespassing on the Premises for hunting purposes. Licensor shall have no obligation to ensure quiet enjoyment of the Licensees nor shall Licensor be obligated to prosecute any trespassers on the Premises.
13. Licensees acknowledge that the grant of the Licensee hereunder shall not be deemed to convey to Licensees any interest, right or title in or to the Premises and that without the prior written consent of the Licensor, no structures of any kind or character shall be permitted at any time on any part or parts of the Premises, and no nails or spikes or other objects shall be driven into or otherwise attached or fastened to any tree on Premises. Deer stands permanently attached to trees are prohibited. Deer stands must be at least 100 feet from the property line and face into the tract.
14. Licensee agrees to pay all taxes, levies and assessments upon all or any part of Licensee’s interest herein should such interest be levied or assessed as a result of Licensee’s actions or otherwise imposed by state of local governments relative to hunting, fishing, or other activity covered by this License.
15. Hunting within 200 yards of any timber harvesting operation, work party, or private residence is prohibited.
16. Licensees shall not engage in any activity that will result in the disturbance of soil without the prior written permission of Licensor. With the prior written approval of Licensor, which approval may be withheld in the sole discretion of Licensor, Licensee may establish, at Licensee's sole cost and expense and in full compliance with all applicable laws, statutes, rules and regulations, wildlife food plots on the Property for the sole purpose of attracting and feeding deer, turkeys and other wildlife. Licensor shall have the right to approve the location and size of each wildlife food plot and the species of plant to be planted in the plot area. Licensee covenants and agrees that neither the installation nor the maintenance of any wildlife food plot shall damage, destroy or otherwise adversely affect any trees or seedlings located on the Property. Licensor may require Licensee to remove any such wildlife food plots on the Property at any time upon notice to Licensee, and in the event such wildlife food plots are not removed within ten (10) days after Licensee's receipt of such notice, then Licensor or Licensor's Agent may remove at the cost and expense of Licensee, such wildlife food plots without any liability to Licensor.
17. Any and all debris and garbage shall be removed by Licensees from the Premises prior to the end of the Term. Licensees will not dispose of any garbage or debris on the Premises. Licensees will promptly report to Licensor any garbage or debris disposed of on the Premises by others. Licensee shall dispose of all sewage and garbage in strict conformity with all county and state standards set by law and by any additional requirements set by Licensor and shall keep the Premises free from litter at all times.
18. Licensee hereby agrees that Licensee's use of the licensed Premises is subordinate and subject at any and all times to any rights and privileges that Licensor, through its employees, agents, licensees, and invitees may care to exercise over said licensed Premises. Such use may conflict with or interfere with Licensee's use of the licensed Premises, and in each and every such instance, and also where no conflict exists, Licensor's activities shall in each and every case take precedence over Licensee's activities. Furthermore, Licensee understands that Licensor's activities, including forest management activities, are likely to occur during the hunting season and that liability on the part of Licensor shall incur and no refund, compensation or reduction in any rent will be due from Licensor to Licensee because of Licensor's use of the licensed Premises for its ongoing forest management activities or otherwise, including the destruction of crops or other improvements located thereon.
19. Licensor shall have the full free and absolute right and authority, by itself or its agents, servants and employees, and others from time to time authorized by Licensor or its agents, servants or employees, to go on, upon and over the Premises for any purpose or purposes including, but not limited to, planting, cutting, removing, protecting, caring for and dealing with any part or parts or all of Premises and neither Licensees nor anyone else shall have any right, power or privilege to prohibit, block or in any manner interfere therewith or to block, obstruct or interfere with any road or route used or useful for or in connection with such road or route into, on or through the Premises. Neither Licensees nor their agents, servants, employees, members or guests shall have any right under this License to prevent any agent, servant or employee of Licensor from traversing the Premises. Licensees shall have the right to prevent others from exercising the hunting and/or fishing rights granted herein. With the prior consent of Licensor, Licensees may install gates with locks to restrict access to the Premises via existing private roads on the Premises. Licensee will use only locks provided by Licensor. Licensee is prohibited from installing cables to restrict access to the Premises.
20. It is expressly agreed and understood that any and all maps, drawings, photographs, sketches, or tracings of the Premises, or any part or parts thereof may not be accurate, but are only estimates and furnished only as an accommodation, and are to be taken and used only as general guides and not as establishing boundary lines of the Premises.
21. Licensees shall keep, and shall cause all of their agents, servants, employees, members and guests to keep, the Premises free of all petroleum products, flammable explosives, radioactive materials, asbestos or material containing asbestos, polychlorinated biphenyl and/or any hazardous, toxic or dangerous waste, substance or material defined as such or as “Hazardous Substance” or any similar term under or pursuant to any federal, state or local statute, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning environmental matters. Licensees shall give Licensor prompt notice in the event Licensees become aware that any such substance has been released on the Premises. Licensees hereby jointly and severally agree to indemnify and hold Licensor and its successors, assigns, agents, servants and employees harmless from any and all liability, costs, expenses including, without limitation, attorneys' fees, damages and injuries incurred or suffered by Licensor or its successors, assigns, agents, servants or employees as a result, direct or indirect, of Licensees' failure to comply with the provisions of this Section 20.
22. In the event of a violation of the provisions of the License by Licensees or their agents, servants, employees, members or guests, Licensor may terminate this License, and any refund otherwise due to Licensees under Section 7 may be offset by the amount of any damages caused by such violation. No failure to exercise such option and no waiver by Licensor of any right or privilege shall operate as a waiver of any right, option, power, or privilege as to any other, further, or future violation.
23. Except as expressly permitted herein, whenever any notice, demand, direction, guideline or instruction is required or permitted to be given under any provision of this License (or under any statute not expressly providing for a form of notice) such notice, demand, direction, guideline or instruction shall be in writing, signed by or on behalf of the person giving the same, and, unless otherwise agreed by the parties to such notice, shall be deemed to have been given to or received by the appropriate party as of the date on which it is personally or electronically delivered or, if mailed by first class mail, postage prepaid, on the fifth business day after the date of the postmark applied by the United States Postal Service, if mailed or delivered to the attention of a person duly authorized to receive such notice.
24. This License (including the exhibits hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior agreements between the parties hereto relating to the matters contained herein and may not be modified, waived or terminated orally and may only be amended by an agreement in writing signed by the parties hereto.
25. This License shall be administered, construed and enforced according to the laws of.
26. The invalidity or unenforceability of any provision of this License shall not in any way affect the validity or enforceability of any other provision and this License shall be construed in all respects as if such invalid or unenforceable provision has never been in the License.
27. This License may be executed in any number of counterparts with the same effect as if all of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have executed this License as of the day and year first above written.

# LICENSOR:

**TIMBERLANDS II, LLC**, a Delaware limited liability company

By: CatchMark Timber Operating Partnership, L.P., a Delaware limited partnership, its manager

By: CatchMark Timber Trust, Inc., a Maryland corporation, its general partner

By: Timberlands II, LLC

By:

Name:

Title: Managing Agent

# LICENSEE:

**PIGG HUNTING CLUB**

By:

(*Signature*)

Print

Name:

Its:

(Must be an Officer of the Hunting Club or Main Contact Person)

CONTACT PERSON INFORMATION:

|  |  |
| --- | --- |
| **NAME** | BROOKS PIGG |
| **ADDRESS1** | 9064 SEEDLING DRIVE |
| **ADDRESS2** |  |
| **CITY** | MIDLAND |
| **STATE** | GA |
| **ZIP** | 31820 |
| **PRIMARY PHONE #** | (706) 573-3061 |
| **SECONDARY PHONE #** | (706) 573-3061 |
| **EMAIL ADDRESS** | [brookspigg@gmail.com](mailto:brookspigg@gmail.com) |

# LICENSE NO. MA-11750-0 LICENSEES:

Print Name: Print Name:

Print Email: Print Email:

Print Name: Print Name:

Print Email: Print Email:

Print Name: Print Name:

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Print Name: Print Name:

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# EXHIBIT “A”

**Legal Description / Map on Following Page**

**EXHIBIT "B"**

**Hunting Release and Indemnity Agreement**

This Release and Indemnity Agreement is executed on , by

("Releasor") in favor of Timberlands II, LLC ("Licensor") as Licensor under that certain Hunting License (the "License") dated , by and between the Licensor and the **PIGG HUNTING CLUB** whose names appear on the signature page thereof as Licensees.

In consideration for being permitted to enter upon and participate in hunting activities upon the property of Licensor, as described in Exhibit “A” attached to the Hunting License (the “Property”), I, , Releasor, for myself, my spouse, heirs, legal representatives, executors, administrators and assigns, hereby release, indemnify and forever discharge the Licensor and its successors, assigns, agents, servants, employees and/or others authorized by the Licensor to go over or upon the Property, of and from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of death, bodily injury or personal injuries known or unknown, loss, or property damage resulting or to result from my participation in hunting or fishing or any activities in connection with hunting or fishing, whether such claim, death, loss, injury or damage is caused by, or arises out of, the negligent act or omission of the Licensor or its successors, assigns, agents, servants or employees, and/or those authorized by Licensor to go over or upon the Property.

This Release and Indemnity Agreement contains the entire agreement between the parties hereto and the terms of this Release and Indemnity Agreement are contractual and not a mere recital.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THIS IS A RELEASE OF LIABILITY AND CONTRACT BETWEEN MYSELF AND LICENSOR, AND I HAVE SIGNED IT OF MY OWN FREE WILL.

IN WITNESS WHEREOF, Releasor has executed this Release and Indemnity Agreement as of the day and year first above written.

Releasor: Signature:

Printed Name:

# TRACT:

**LICENSED ACRES: 710.00 LICENSE NUMBER: MA-11750-0**