



ANTHONY TIMBERLANDS, INC.

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BEARDEN, ARKANSAS 71720
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PROVIDING SERVICES FOR:

Anthony Timberlands, Inc.
Bearden, Arkansas
Malvern, Arkansas
Mt. Holly, Arkansas
Magnolia, Arkansas
Beirne, Arkansas
The Anthony Timberlands
Anthony Wood Treating, Inc.
Anthony Hardwood Composites, Inc.

September 16, 2019

STEVEN M. ANTHONY
President

Hardin Deer Club
280 Grant 167094
Sheridan, AR 72150

RE: 2019-2020 Hunting Rights Lease

Dear Sirs:

Please find enclosed your 2019-2020 Hunting Rights Lease and Agreement. As you can see from its terms, the lease automatically renews with your payment of the yearly lease rental. If everything appears to be in order, please execute the Lease and return one copy to me.

If you have any questions concerning your lease, please feel free to contact me at your convenience.

Sincerely,

Steven M. Anthony
President

SMA/sa
enclosure

HUNTING RIGHTS LEASE AND AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this Hunting Rights Lease and Agreement is entered into by and between JEA LANDS LIMITED PARTNERSHIP having offices at P.O. Box 137, Bearden, AR 71720, and HARDIN DEER CLUB (hereinafter referred to as LESSEE), with a mailing address of 280 Grant 167094, Sheridan, AR 72150;

WITNESSETH:

1. GRANT. For and in consideration of the rental payments herein set forth and in further consideration of the covenants and agreements set out below, and subject to the conditions, restrictions and reservations hereinafter more fully set forth, LESSOR does hereby lease and let unto LESSEE the exclusive right to hunt and trap for animals, game and fowl in and on the lands hereinafter described and set forth as follows:

SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying south of Hwy. #46 and south and west of Hurricane Creek, Section 19; W $\frac{1}{2}$ SW $\frac{1}{4}$ lying west of Hurricane Creek, Section 29; E $\frac{1}{2}$ less and except NW $\frac{1}{4}$ NE $\frac{1}{4}$, Frl. SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying south of Hwy. #46, S $\frac{3}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ and Frl. SW $\frac{1}{4}$ SW $\frac{1}{4}$ not occupied by airport, Section 30; E $\frac{1}{2}$ lying north of Hurricane Creek, Pt. Frl. W $\frac{1}{2}$ not occupied by airport, Section 31; All of W $\frac{1}{4}$ lying west of Hurricane Creek, Section 32, Township 4 South, Range 12 West, Grant County.

SE $\frac{1}{4}$ NE $\frac{1}{4}$ lying south of Hwy. #46, SE $\frac{1}{4}$ SW $\frac{1}{4}$ lying south of Hwy. #46, SE $\frac{1}{4}$ lying south of Hwy. #46, Section 25; NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ lying south of Hwy. #46, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Section 36, Township 4 South, Range 13 West, all of the above containing in the aggregate 1,666 acres, more or less.

LESSOR makes no representation or warranty in connection with title to the property leased hereunder.

2. TERM. The term of this Lease and Agreement shall commence on November 1, 2019, and terminate on October 31, 2020, unless sooner terminated by agreement of the parties or as set out below.

Unless notice of intent to cancel is provided by LESSOR prior to the yearly anniversary date (November 1), LESSEE shall have the option to extend this lease for successive one year periods upon payment of the yearly rental fee set out below.

LESSOR reserves the right to terminate this lease at any time upon giving 30 days written notice of intent to terminate. LESSEE'S rental payment will be returned if cancellation is effected during or before any modern gun deer season scheduled during the lease term.

3. RENTAL. As consideration for the above Grant, LESSEE agrees to pay to LESSOR the sum of THREE THOUSAND THREE HUNDRED THIRTY-TWO DOLLARS (\$3,332.00) payable on or before commencement of the lease.

4. RESERVATION. LESSOR retains all rights with respect to subject property not necessary for the exercise of the rights set out above. LESSEE expressly recognizes and acknowledges that LESSOR has acquired and holds the aforesaid lands for the purpose of planting, growing, protecting, maintaining and harvesting therefrom timber, pulpwood and other forest products and any rights granted by this document shall at all times be expressly subject to LESSOR'S right to protect and develop its land without limitation. Expressly reserved is LESSOR'S right to harvest timber at such times and places as LESSOR, in its sole discretion shall see fit, and also to pursue an unlimited program of beaver eradication.

5. COMPLIANCE WITH LAWS. LESSEE agrees to comply fully with all State and Federal laws and all regulations lawfully promulgated and issued thereunder with respect to hunting on the demised premises and the conservation of wildlife and natural resources therein and thereon.

6. IMPROVEMENTS. No structures, buildings, power lines, water lines, roads, fences, gates or other improvements shall be erected or constructed by LESSEE upon the lands leased hereunder without the express written permission of LESSOR.

LESSOR retains the right to restrict access to certain private roads on the demised premises through the use of gates, cables or fences if, in the sole and unfettered discretion of LESSOR, travel on such roads could lead to violation of State or Federal law, damage to timber on land of LESSOR, dumping of trash or damage to the road itself.

7. INDEMNITY. LESSEES and their agents, invitees and/or licensees shall not be considered the agents or employees of LESSOR and shall not hold themselves out as such. LESSOR makes no representations concerning title to said land, nor its freedom from natural or artificial defects nor its condition or adaptability to the purposes for which it is leased. Said lands are hereby accepted by LESSEE in their present condition and LESSOR shall not be responsible in any way for any personal injury or for any property loss or damage sustained by any person whatever their relation to LESSEE.

LESSEE agrees that it will forever indemnify and save harmless LESSOR, its officers, agents, employees, contractors, successors and assigns from and against any and all liability of whatever kind, including interest, court cost and attorney's fees which may in any way arise out of or result from the use and enjoyment of the rights and privileges granted under this agreement. LESSEE agrees to assume the settlement and/or defense of any suit or other legal proceeding brought against LESSOR by third parties to enforce any claim arising out of the use and enjoyment of the rights and privileges granted by this lease. This right to indemnity shall extend to Worker's Compensation liability and to claims arising out of travel on private roads of LESSOR for the purpose of reaching or returning from the lands described above and shall continue in full force and effect notwithstanding the termination of this agreement.

8. PROHIBITIONS. LESSEE agrees to take good care of the premises. Such care includes:

- a. A complete prohibition on camping on land belonging to LESSOR;
- b. Cooperation to prevent unauthorized grazing, timber cutting, burning and general trespass on such lands;
- c. No nails, screws, spikes or wire shall be used to attach anything to any living tree.
- d. Restriction of the use of trucks, automobiles and/or any similar licensed vehicle to established woods roads (subject to paragraph six above);
- e. Prohibition on the existence of any fires of whatever nature on the lands of LESSOR.

9. BREACH. In the event LESSEE shall fail or refuse faithfully and promptly to perform any obligation imposed upon it by this Agreement, or to comply with any terms or conditions hereof, LESSOR may at its option, terminate and cancel this agreement and all rights and privileges of the LESSEE hereunder shall cease and any rental payments previously made shall be forfeited as liquidated damages for breach of this agreement. Failure to exercise this right of termination shall in no way be construed as a waiver of LESSOR'S right to do so upon subsequent breach.

10. ASSIGNMENT. LESSEE shall not assign this LEASE nor sublet its interest on any portion of the leased lands. Any attempt to do so shall be void conferring no rights upon the transferee and shall be a breach of this Agreement.

11. SEVERABILITY. Should any provision contained herein be determined to be illegal and/or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Hunting Rights Lease and Agreement on this ____ day of _____, 2019.

JEA LANDS LIMITED PARTNERSHIP

By: _____

HARDIN DEER CLUB

By: _____