



Paul Hossain  
Vice President Energy & Natural Resources  
5 Concourse Parkway N.E.  
Suite 1650  
Atlanta, GA 30328  
Tel (770) 829-6316

September 12, 2019

Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

RECEIVED-FPSC  
2019 OCT 14 AM 10:30  
COMMISSION  
CLERK

Re: Docket No. 20190122-WU – Request for cancellation of Certificate No. 626-W by B & C Water Resources, L.L.C.

I am writing in response to the July 18, 2019, letter from the Public Service Commission (“Commission”) requesting additional information from B & C Water Resources, L.L.C. (“B&C”). Responses to your questions are shown below.

- 1. Will Weyerhaeuser Company (WC) or Weyerhaeuser NR Company (WNR) retain ownership of the wells (and therefore responsible for their maintenance, operation and compliance with all appropriate regulatory agencies), or will ownership be conveyed to the respective hunt clubs.**

As explained in our May 31, 2019, submittal, we have explored selling the wells to the individual hunt clubs but determined that the logistical and real estate challenges of selling an individual well and retaining the adjoining land is infeasible. Accordingly, WNR intends to retain ownership of the wells. We may elect to expressly prohibit consumption from the wells while continuing to allow non-consumptive use, such as cleaning game and tools—the latter of which is, to our knowledge, the only manner in which the hunt clubs currently use the wells. If the hunt clubs were thereafter to express interest in using the wells for consumptive purposes, we will look to shift any associated maintenance and regulatory burdens to the hunt clubs, to the extent appropriate. Our goal is to make clear that Weyerhaeuser Company is not in the business of being a water purveyor; the wells are merely a resource that lessees may have the opportunity to utilize for discrete purposes.

- 2. On what basis is B&C claiming exemption from Florida Public Service Commission (Commission) regulation, i.e., one of the provisions (and which one) of Section 367.022, Florida Statutes (F.S.), or that it does not meet the definition of a utility under Section 367.021, F.S.?**

Based on the current development outlook, B&C does not anticipate “providing, or propos[ing] to provide, water or wastewater service to the public for compensation,” under F.S. § 336.021. As a result, we do not believe that B&C qualifies as a utility subject to regulation by the

Commission. Put simply, B&C has no customers and does not anticipate having customers. That is the basis for B&C's request that the Commission cancel Certificate No. 626-W.

- 3. In its May 31, 2019, letter requesting cancellation, WC stated that four hunt clubs leasing land in B&C's territory expressed a willingness to take on the responsibility of ensuring permitting compliance of the wells with the appropriate authorities. It is staff's understanding that there are seven hunt clubs in total leasing land in B&C's territory. What is the position of these other three hunt clubs regarding the wells?**

At one time, six hunt clubs leased land from Weyerhaeuser Company that provided access to B&C wells. As of the time of this writing, there are now five hunt clubs—the land utilized by the sixth hunt club has been sold. Of the five current hunt clubs, one has stated that it does not need to use the well located on the property that it leases.

- 4. In reviewing B&C's annual reports, B&C shows a nominal amount of revenue for water for calendar years 2015 and prior, but none thereafter. Does this reflect a change in the terms of WC's/WNR's/B&C's relationship with the hunt clubs? Please explain.**

Prior to 2016, B&C did bill the hunt camps for water usage pursuant to the rate structure established for B&C when the utility was first granted its Certificate. After 2016, however, B&C made the decision to no longer charge for water usage due to the limited and seasonal use of the hunt camps.

- 5. Please provide a copy of the leases with the hunt clubs.**

The most recent leases with the hunt clubs are attached.

- 6. B&C's 2018 Annual report shows that it has six general service customers and one residential customer. Please explain why one customer, presumably a hunt club, is considered residential while the others are considered general service.**

It appears that the notation of a "residential" customer on the prior annual reports is erroneous. Although we have been unable to identify the source of the error concretely, it is likely that it was an initial error due to the presence of a structure that is supplied water from one of the wells. That structure is not occupied as a permanent residence—it is used as an occasional hunt lodge. No actual "residence" exists on Weyerhaeuser property or will be supplied water from WNR wells.

- 7. Located on page W-1 of B&C's 2019 Annual Report is a table of its water utility plant accounts. Please clarify whether the amount in Account No. 334, Meters and Meter Installations, pertains to customer meters, which measure the quantity of water delivered to users, or to master meters, which measure the amount of water produced from the respective wells.**

Account No 334 refers to the meters located at each dedicated facility. These meters measure groundwater production and water delivered to the hunt camp lessees. Since there is one well per customer and hunt camp location and no distribution system, the water delivered to each customer should equal the amount of water produced from each well.

**8. Regarding the water usage:**

- a. **Is the water produced by the wells piped into the respective hunting lodges? If not, how do the hunt club members get the water from the wells and use it?**

B&C has not installed any water distribution system lines. Water is available at spigots located close to the groundwater well that campers can temporarily connect their campers to with their own temporary lines.

- b. **The well pumps are rated at 16 gallons per minute, or 23,040 gallons per day. What limiting factors affect how much water can actually be delivered by the Utility to its customers per day?**

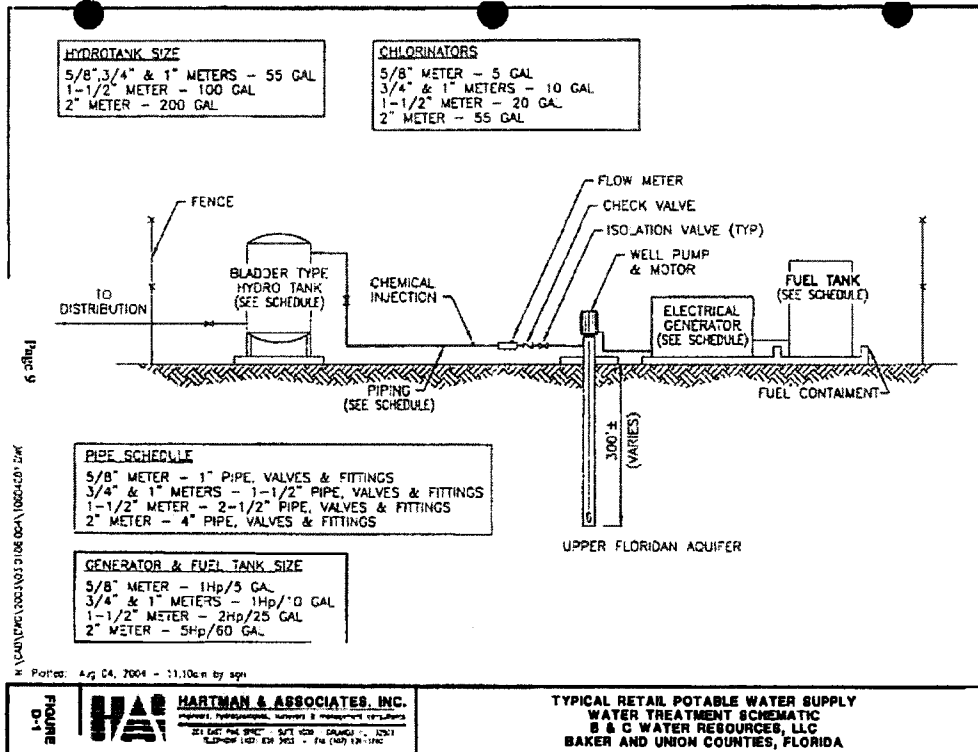
Each system has a one horsepower pump and is capable of producing up to 16 gallons per minute (GPM). As noted above, there is no distribution system and, therefore, assuming there are no other system or hydrogeologic limitations, the maximum amount of water that could be delivered per day is 23,040 gallons per operating system or customer location.

- c. **Given the limiting factors, if any, on the Utility's water system, what is the maximum amount of water the Utility can deliver to its customers per day?**

Based on the system configuration, the maximum amount of water that could be delivered per day is 23,040 gallons per operating system or customer location.

- d. **Please describe the water treatment, supply, storage, and delivery systems using a block diagram for the major components.**

The plan for the first phase of the facilities for B&C consisted of individual groundwater wells located at several hunting camps—in Union and Baker counties. Each system was permitted and is self-contained with no interconnection with other systems. Each system consists of a well, pressure tank and controls, chlorination system, flow meter, backflow device and wellhouse. As noted above, none of the systems have distributions systems. Because of their remoteness, two of the systems are powered by automatically operating standby-type generators. The typical design of each self-contained well system is shown below:



We very much appreciate the Commission's assistance in resolving B&C's regulatory obligations. Please let us know if the Commission requires further information.

Regards,

R. Paul Hossain

VP, Energy & Natural Resources

Weyerhaeuser Company

Cc: Meline MacCurdy, Senior Legal Counsel

HUNTING/RECREATIONAL LEASE

WEYERHAEUSER COMPANY , hereinafter called "Weyerhaeuser" with a notice address of 14410 Seneca Trail North Lewisburg, WV 24901 and in consideration of the Lease Fee, and subject to the terms and conditions set forth below, hereby grants to the **LULU HUNTING CLUB** identified below (hereinafter "Lessee") the exclusive right and privilege to hunt and fish for all legal types and species of game fish, game birds, and game animals within the boundaries of the land delineated on the attached Exhibit A (hereinafter the "Leased Property"). This hunting lease agreement (hereinafter the "Lease") is entered into this 29 day of March 2018 .

LESSEE:

Designated Representative: DAVID RIVERS  
Address: 10728 CLET HARVEY ROAD GLEN ST MARY FL 32040  
Lessee: LULU HUNTING CLUB  
Lease Name #: Florida-2347

SUMMARY OF LEASED AREA:

See attached Exhibit A  
Approximate Acres: 17468.15

INVOICE / PAYMENT SCHEDULE

Club Name: LULU HUNTING CLUB

Lease / Invoice Number	Acres		EARLY DISCOUNT AMOUNT if paid in full and postmarked by 5/15/2018	FULL AMOUNT (No Discount) (or 2 equal installments) if postmarked after 5/15/2018
Florida-2347	17,468.15			
		Base Rental Fee:	\$140,650.98	\$144,924.51
<b>AMENITIES</b>				
Structure			\$1,600.00	\$1,600.00
Camp site			\$200.00	\$200.00
		Amenity Subtotal:	\$1,800.00	\$1,800.00
Administrative Fee			\$0.00	\$0.00
		Total if paid by Credit Card:	\$142,450.98	\$146,724.51
		Total if paid by Paper Check:	\$138,326.92	\$142,475.98
		<b>BEST VALUE Total if paid by EFT:</b>	<b>\$138,301.92</b>	<b>\$142,450.98</b>

**Please send payment to:**

Weyerhaeuser Company  
Hunt Club Lockbox  
P O Box 203149  
Dallas, TX 75320-3149

**Payments must be received at our office by 5/31/2018 or your lease will be cancelled.**  
*Overnight shipping may be necessary to ensure timely arrival.*



The FULL AMOUNT (non-discounted) Grand Total may be paid by Electronic Funds Transfer (e.g. wire or ACH) in two equal installments as follows:

- a. First installment of 50 % due on the **15th** day of **May, 2018**; and
- b. Second installment of 50 % due on the **15th** day of **July, 2018**.

**The installment payment option is only available for CREDIT CARD OR ELECTRONIC FUNDS TRANSFERS.**

In the event that LESSEE notifies Weyerhaeuser in writing of its intention to terminate this Lease prior to June 1, 2018 [beginning of the lease term]; Weyerhaeuser shall refund the first installment in full to LESSEE. Failure to so notify Weyerhaeuser of non-renewal prior to June 1, 2018 and failure to pay the second installment by July 15, 2018 will constitute a default under this Lease. Such default will result in forfeiture of 30% of the first installment payment and automatically void this Lease with no further obligation by the Weyerhaeuser to follow up with the LESSEE. Weyerhaeuser and LESSEE agree that such amount is a reasonable amount for liquidated damages sustained by Weyerhaeuser upon default of LESSEE because of the uncertainty in ascertaining actual damages.

The above listed Designated Representative is designated as the representative of the Lessee authorized to communicate with Weyerhaeuser and conduct all business necessary to exercise the club privileges under this Lease. The designated representative is accountable to Weyerhaeuser for compliance of all the club members and guests with the terms and conditions of this Lease. Any notice communicated by Weyerhaeuser to the designated representative shall be deemed to be notice to all members of the club. The Designated Representative shall have no rights above and beyond those of the club members with respect to this Lease.

The Lessee shall maintain accurate and complete member information including names, mailing addresses, email addresses, and phone numbers of all members. Failure to maintain an accurate and complete list of club members may result in a default of this Lease and possible Lease cancellation. Weyerhaeuser is committed to managing its forestland on a sustainable basis for both timber production and other forest values such as wildlife habitat, water quality, and aesthetics. The foundation of this commitment is the Sustainable Forestry Initiative (SFI), a program managed by SFI, Inc. Compliance to this program makes it a requirement that all users of Weyerhaeuser's forestlands be committed to continuous improvement in the areas of sustainability, wildlife habitat diversity, water quality and aesthetics. Lessee must review the terms of this Lease very carefully and be prepared to comply with the requirements as herein set forth and agree to participate in Weyerhaeuser's commitment.

### **LEASE TERMS AND CONDITIONS:**

**1. TERM.** The term of the Lease shall be for a period commencing on 6/1/2018, and ending on 5/31/2019, unless sooner terminated pursuant to the provisions of this Lease.

**2. LEASE AREA AND USE.** Weyerhaeuser grants this Lease to Lessee for the purpose of conducting hunting and sport fishing upon the Leased Property, subject to the terms and conditions herein. This Lease does not confer upon Lessee the right to conduct any other activities on the Leased Property, including but not limited to, commercial recreational developments or facilities, commercial camping activities, commercial fishing rights, non-hunting and fishing related vehicular activities, grazing rights, agricultural rights, or any rights to timber upon or minerals in or under said lands. Weyerhaeuser grants to Lessee only such rights to the Leased Property as Weyerhaeuser may have, and it is specifically agreed and understood that this Lease is without any warranty or representation whatsoever on the part of Weyerhaeuser, as to the title or suitability to the purpose for which the same is granted, or otherwise. Notwithstanding anything in this Lease to the contrary, Lessee shall have the right to inform and enlist the help of law enforcement with respect to any trespassing or other illegal activity on or around the Leased Property.

**3. MANAGEMENT ACTIVITIES.** Lessee acknowledges that Weyerhaeuser is managing the Leased Property as a timber plantation and/or for other purposes and that Weyerhaeuser's right to conduct any of its operations on the Leased Property shall at all times be superior to the rights herein leased. Weyerhaeuser, in its operations, may harvest timber, clear portions of, or all of said land, plant and cultivate timber thereon, construct roads, improve and/or develop the Leased Property for other purposes, and conduct any other activity necessary or convenient in its operations, without restriction and without any liability as to the effect that such operations may have upon the hunting and fishing rights granted herein. Lessee is aware that these operations may take place at any time during the term of this Lease, including hunting season. Also, if weather conditions, other conditions or silvicultural activities on the Leased Property are such that in the sole judgment of Weyerhaeuser, the exercise of the rights herein granted to

Lessee will present a hazard to those persons engaged in operational activities or a material fire hazard to the timber and trees on the Leased Property, then Lessee shall at Weyerhaeuser's request discontinue any activities on the Leased Property specified by Weyerhaeuser until such time as Weyerhaeuser shall advise that conditions have sufficiently improved to permit Lessee to resume said activities. No refunds or proration will be granted as a result of the foregoing. All authorized individuals and work crews performing duties for Weyerhaeuser, or its contractors, on such jobs as road maintenance, logging, planting, etc., shall be given free access to the Leased Property at all times to perform their duties. Lessee hereby agrees to not hunt in areas with active logging or other industrial forestry activities, nor shall Lessee impair, impede or interfere in any way with the conduct of such activities by Weyerhaeuser, or any of its contractors, including, without limitation, interference with log truck ingress/egress to the Leased Property. Failure to comply with this provision may result in immediate termination of this Lease.

**4. GOVERNING LAWS.** Lessee agrees to abide by and comply with any and all applicable local, state and federal laws and regulations pertaining to its activities on the Leased Property, including specifically the posting, game, fishing and trapping rules, environmental protection and control, and regulations and statutes of the state in which the Leased Property is located. Lessee shall be solely responsible for the conduct of Lessee's members and guests in connection with said hunting and fishing laws or regulations.

Furthermore, Lessee specifically agrees to comply with the provisions of the Federal Endangered Species Act, 16 U.S.C. Section 1531, et.seq., (as amended) and, prior to its sport hunting and sport fishing and related activities, to inspect the Leased Property for evidence of habitation by species of fish, wildlife and plants which may from time to time be listed as threatened or endangered as stated in Title 50, Part 17 of the Code of Federal Regulations (CFR). Lessee shall report to Weyerhaeuser the presence of, or any evidence of, habitation by any such threatened or endangered species. Lessee agrees to indemnify and save and hold Weyerhaeuser, its officers, agents and employees free and harmless from any and all liens, claims, costs, liability, fines, penalties and/or damages for or on account of any violation of the Endangered Species Act which is caused by or results in whole or in part from acts of commission, omission or negligence on the part of Lessee, its agents, employees or guests, arising or growing out of the exercise of the rights under, or the performance or malperformance or nonperformance of any part of Lessee's duties or activities under this Lease. Weyerhaeuser and Lessee agree that, should the presence of any threatened or endangered species or evidence of habitation thereof be found on any of the acreage subject to this Lease, Weyerhaeuser shall have the right to terminate (if so desired by Weyerhaeuser) this Lease on the affected acreage (as determined solely by Weyerhaeuser) and Lessee shall be reimbursed or excused from the payment, as the case may be, for the prorated portion of the Lease fees, as determined in good faith by Weyerhaeuser which relates to the affected acreage.

**5. ASSIGNMENT.** The hunting rights and privileges herein granted to Lessee are non-transferable, non-assignable, and shall not at any time be subleased. Selling daily or short term leases or hunts shall not be allowed.

**6. LIABILITY.** Lessee hereby agrees that hunting is an inherently dangerous activity and assumes all liability for any and all injuries or damages to persons or property or arising in any way from the exercise of rights granted under the Lease. It is understood and agreed that Weyerhaeuser assumes no responsibility or obligations for the safety of the persons covered by the Lease or their agents, employees or guests, including without limitation minor children. Lessee hereby assumes all such responsibility and liability.

All minors permitted by Lessee to hunt and fish on the Leased Property shall be under the direct supervision of one of their parents (or guardian) and when children are present on the Leased Property, the parents (or guardian) shall be fully responsible for their acts and safety.

Lessee, on behalf of itself and each member and/or guest of Lessee, agrees to indemnify, defend, and save and hold Weyerhaeuser, its affiliates, and all of their officers, agents, contractors, and employees (collectively, the "Indemnified Parties") free and harmless for, from, and against any and all liens, claims, loss, injury, costs, liability, demands, causes of action, and/or damages including any incidental and consequential expenses/damages incurred by the Indemnified Parties associated with or at all attributable to (directly or indirectly) any injury to or death of persons or damage to property (including but not in any way limited to Weyerhaeuser's property and costs and attorney fees incurred in defense), in whole or in part caused by, associated with, or in any way attributable to (directly or indirectly), the condition of the Leased Property and/or by acts of commission, omission or negligence on the part of the Lessee, its members, guests, agents or employees, (including trespass onto neighboring lands), arising or growing out of the exercise of the rights under, or the performance, malperformance or nonperformance of any part of the Lease, whether

such loss or liability is caused or contributed to by any act of the Indemnified Parties or by the condition of the Leased Property, including the conditions of any private roads, bridges, drainage structures, gates, or other infrastructure installed or maintained by any of the Indemnified Parties.

**7. INSURANCE.** Weyerhaeuser will, during the term of this Lease, purchase or cause to be issued comprehensive liability insurance. This policy will name Weyerhaeuser, and its subsidiaries, and Lessee as insureds. All the terms and provisions of the policy shall be as negotiated by Weyerhaeuser and the insurer. Lessee acknowledges that it does not, in executing this Lease, rely on any representation as to coverage or amount of any insurance that may be secured by Weyerhaeuser.

**8. ACCESS.** Lessee shall have permission to access the Leased Property at any and all times for the exercise of the rights herein granted. Lessee shall have the right to use existing roads over the Leased Property but shall not have the right to construct any additional roads, or modify, repair, or otherwise make any alterations to said existing roads, without the prior written consent of Weyerhaeuser. Weyerhaeuser does not warrant the condition of any roads, bridges or drainage structures on said land, nor does Weyerhaeuser agree to maintain any such roads, bridges or drainage structures in any particular condition. Lessee expressly acknowledges its independent duty before any use thereof, to inspect such roads, etc. and to determine the adequacy thereof for its intended use before using same.

Weyerhaeuser, its employees, licensees, agents, and contractors, reserves and shall have the unrestricted right of ingress to and egress from the Leased Property during the term of this Lease at any time and for any reason it may deem necessary or desirable, without violation of any of the rights granted herein.

**9. GATES.** Lessee agrees to construct and maintain gates, at its expense and using Weyerhaeuser's specifications, across any existing or future private Weyerhaeuser roads leading into the Leased Property, at the location(s) shown on the plats attached hereto and/or as designated by Weyerhaeuser's authorized representative. Gates shall be kept locked at all times using a multi-lock system that ensures Weyerhaeuser can always access the Leased Property by using the Weyerhaeuser lock located on the gate.

Lessee shall use only one (1) lock. Lessee is responsible for providing its lock. Any and all gates must be built according to regional gate specifications which are available from the local Weyerhaeuser authorized representative. At no time shall Lessee tamper with or remove Weyerhaeuser's lock. Removal of or tampering with Weyerhaeuser's lock shall be grounds for termination of this Lease. Upon expiration or termination of this Lease, the gates constructed by Lessee shall be left in place and shall become the property of Weyerhaeuser, at no cost to Weyerhaeuser. Lessee may not construct any gates without the prior written consent of Weyerhaeuser, which consent shall not be unreasonably withheld.

**10. POSTING.** Lessee must post the Leased Property in accordance with the laws of the applicable state and parish or county, but only insofar as said laws allow posting by the use of signs or no trespassing paint. Lessee is expressly prohibited from constructing any exterior or interior fences whatsoever on the Leased Property. Lessee shall under no circumstances paint or place signage over any white or other existing painted lines. Lessee shall bear all costs of posting whether by signs or no trespassing paint as indicated by above laws.

All signs used for posting shall be identified with the name of the Lessee. Posting signs may be affixed to wooden posts or non-merchantable hardwoods using only aluminum nails. Signs shall be removed from the Leased Property by the Lessee upon the termination or cancellation of this Lease. The Lessee shall not post any land that does not belong to Weyerhaeuser without permission from the landowner. Exceptions must have prior approval from the Weyerhaeuser authorized representative at the notice address identified above.

It is specifically understood and agreed that Weyerhaeuser shall have no obligation to prevent trespassing, including poaching, on the Leased Property, and anyone entering Weyerhaeuser property without permission from Weyerhaeuser or the Lessee will be considered trespassing. Weyerhaeuser assumes no responsibility for the acts of any third parties on or around the Leased Property.

**11. ENCUMBRANCES.** The Lease is made subject to any existing or future easements, servitudes, surface leases and other types of occupancy agreements that may affect the Leased Property and is also subject to any existing or future, gravel, mineral and other leases that may affect the Leased Property. Weyerhaeuser reserves the right to construct or to grant to others the right to construct roads, pipelines, power lines, ditches, canals, or any other



improvements which Weyerhaeuser deems advisable or necessary, and may execute all such instruments, including without limitation, rights of way and easements which it may deem necessary.

**12. RAILROAD RIGHT-OF-WAY.** There shall, specifically, be no hunting, driving, ATVs or food plots on any railroad or railroad right-of-way on the Leased Property.

**13. ASSET PROTECTION.** Lessee agrees that it shall not injure, damage and/or destroy any fences, gates, roads, drainage structures, livestock, timber, or other property of Weyerhaeuser and/or of others on the Leased Property and shall be responsible for and shall reimburse Weyerhaeuser and/or others for any damages which may occur as a result of its activities. Lessee agrees to promptly notify Weyerhaeuser of any injury or damage to the Leased Property.

Damage fees will be assessed to Lessee in the event that damage occurs through Lessee's use of the Leased Property in excess of normal expectations.

Lessee agrees that due care will be exercised to prevent forest fires on the Leased Property. Lessee will immediately notify the state forestry department and Weyerhaeuser of any fires that may occur on the Leased Property and will use its best efforts to safely extinguish any fires.

**14. CAMPING.** Some Regions will allow permanent campsites to be established during the Lease term. A Campsite Application Form must be submitted and approved. The form is located online at [www.wyrecreation.com](http://www.wyrecreation.com) Please review the application form for an explanation of expectations. Lessee is strictly prohibited from placing on the Leased Property any building or structure of a permanent nature. Installation of permanent sewage treatment systems of any kind, electric utility service, and waterlines are strictly prohibited without prior written approval by a Weyerhaeuser's authorized representative. Residency will not be permitted on Weyerhaeuser property or the Leased Property. The expense of the permanent campsite and/or its amenities, to be determined by Weyerhaeuser, will be added to the overall price of the current Lease.

Temporary campsites are also allowed in some areas with the prior written approval of Weyerhaeuser's authorized representative. Where allowed Lessee agrees that camping on the Leased Property shall be only of a temporary nature, defined as "pack in/pack out" and it being understood that Lessee is strictly prohibited from placing on the Leased Property any building or structure of a permanent nature. Temporary campsites shall be confined to existing locations or natural openings and shall be maintained in a neat and orderly manner and kept free of litter at all times. Lessee may be required to relocate temporary campsites if Weyerhaeuser deems the current location unsuitable or if a temporary campsite conflicts with current or anticipated forest operations.

Abandoned vehicles are not allowed to be left on Weyerhaeuser property. Weyerhaeuser reserves the right to remove any abandoned vehicles and charge Lessee for the full cost of removal.

It is understood and agreed that should Weyerhaeuser be levied any taxes for any item associated with a temporary or permanent campsite, the Lessee shall pay those assessed taxes.

**15. FOOD PLOTS.** Establishing food plots as a supplemental food source for wildlife is permitted by Weyerhaeuser under the following conditions and locations:

- Loading decks and/or skid trails;
- Natural openings or other areas outside our planted pine plantations or hardwood regeneration;
- Within established rights-of-way, abandoned well sites and roadsides as long as it does not conflict with right-of-way grantee's use; it is the Lessee's responsibility to gain permission from utility line and pipeline companies.
- Between rows in our established pine plantations.
- All food plot locations must be approved in writing by Weyerhaeuser's authorized representative.

Damage fees will be assessed for food plot violations in accordance with this Paragraph 15.

The following areas are strictly prohibited from the establishment of food plots:

- Within any existing roadbed;
- Any acres currently within pine plantations (unless previously approved in writing by Weyerhaeuser's authorized

representative);

- No trees shall be removed for the construction of food plots.

Weyerhaeuser reserves the right to use these areas to support timber operations, notwithstanding the presence or absence of food plots. Weyerhaeuser assumes no liability for damage to food plots caused by the company, its contractors, agents or assigns.

**16. WILDLIFE OPENINGS.** Some Weyerhaeuser regions may allow the construction of permanent wildlife openings to be established at the time of final harvest. A Wildlife Opening Application Form must be submitted and approved in writing by the Weyerhaeuser authorized representative. The form is located on the [www.wyrecreation.com](http://www.wyrecreation.com) website. The form will provide details of Weyerhaeuser's expectations pertaining to wildlife openings. Once established, the Lessee will be expected to maintain the wildlife opening until the surrounding plantation is final harvested again (typically 27 years). The expense of the wildlife opening, to be determined by Weyerhaeuser, will be added to the overall price of the current Lease. Rates for wildlife openings may vary from region to region.

**17. PERSONAL PROPERTY/STANDS.** Lessee shall construct no stands which cause damage to any tree species. Nails, spikes, lag bolts, cotton spindles, support cables or screw-in-steps are expressly prohibited. Construction of "tower stands" is permitted. Stands are not permitted between the ditch lines of any road, and must allow for road maintenance activities.

While stands and other personal property such as trail cameras, feeders, ground blinds, etc., may be left in the woods, Weyerhaeuser strongly encourages their removal when not in use. Weyerhaeuser assumes no liability for damage to stands or other personal property of any kind caused by Weyerhaeuser, its contractors, agents, or assigns. The safety of other hunters and adjacent landowners is critical in the placement of stands and other personal property.

**18. ROADS AND ENVIRONMENTAL STEWARDSHIP.** Lessee hereby agrees not to remove water bars or earthen mounds used to control water drainage on temporary roads. These structures are installed to prevent damage to water quality by unwanted erosion. Crossing of the structures is prohibited when crossing the structure causes damage to the structure yielding it nonfunctional. Lessee will be liable for damages caused by the damage to or removal of such structures. Large berms installed to close roads cannot be removed. Unapproved use of large road equipment such as dozers and graders to work on Weyerhaeuser roads is prohibited.

Lessee agrees that all vehicular travel on or across the Leased Property shall be limited to the established roads located thereon and that such vehicular travel is expressly prohibited in, on, over, or across areas on which young timber stands have been established. The use of highway vehicles or all-terrain vehicles in wet weather, resulting in rutting of roads, is expressly prohibited.

Lessee agrees not to engage in any activities which may degrade the water quality. This includes using forested buffers along streams or waterways for ATV trails, filling in streams or waterways for crossings and any cutting trees or bushes within forested buffers for any purpose.

**19. DUMPING.** Lessee agrees that it shall not commit, authorize or permit the dumping of garbage, trash, refuse, animal carcasses and entrails, and hazardous waste on the Leased Property and insofar as it is able, will watch the Leased Property for unauthorized dumping and trespass and shall give Weyerhaeuser immediate notice of any dumping, trespass or other depredations committed thereon by anyone.

Weyerhaeuser may require the Lessee to remove all refuse existing on the Leased Property as of the date of the Lease. Lessee shall not be responsible for the removal of refuse not dumped by Lessee that cannot be legally disposed of at the disposal area operated by the county in which the tract is located or the disposal of which would involve unusual consideration or other disposal fees ("Nondisposable Refuse"). Lessee shall immediately notify Weyerhaeuser of the existence of such Nondisposable Refuse.

**20. ATVs.** All-Terrain Vehicles (ATVs) may be used only as necessary on the Leased Property for transportation in connection with the ordinary hunting and fishing activities and shall not be used for competitive or other recreational activities. Damage to the Leased Property from the use of ATVs may result in the elimination of ATVs from the Leased Property and potential termination of the Lease.

**21. HUNTING DOGS.** The use of dogs for hunting deer, bear, feral swine, coyote, fox and bobcat, and training of dogs for these species, is prohibited on the Leased Property unless these privileges are specifically provided as a special provision (stated in paragraph 28) to this Lease (if applicable) or unless a Special Use Permit is granted by Weyerhaeuser in its sole discretion. Hunting dogs may be used for small game, upland game birds, or waterfowl. Hunting dogs or other animals used in connection with the activities allowed under this Lease are allowed on the Leased Property but must be accompanied and supervised by Lessee at all times. Lessee assumes all responsibility and liability for animals brought onto the Leased Property by Lessee or its members or guests. Pens to contain dogs shall not be constructed on Weyerhaeuser property or the Leased Property unless enrolled in the permanent campsite program. No dogs may be permanently penned on the Leased Property.

**22. INTRODUCTION OR RELEASE OF SPECIES.** The Lessee shall not introduce or release feral hogs or any other native, non-native, domestic or exotic species on the Leased Property without the prior written permission of Weyerhaeuser's authorized representative. This prohibition applies to both animal and plant species.

**23. CONDUCT.** The parties hereto, in the exercise of their respective rights, hereby agree to cooperate with each other and any other party or parties having or who may acquire rights in the subject lands, so that all parties involved may exercise their respective rights in said lands without undue interference from any other party. Lessee agrees that it, and its guests, shall not conduct any hunting activities in the vicinity of any logging or other operations on said land that could in any way endanger any person performing said operations. Lessee and its guests are expected to respect adjoining landowners and neighbor's rights to enjoy their property. Lessee understands that it and its guests are expected to allow neighbors and adjoining landowners to enjoy their property, safely, and free from harassment. Failure to respect adjoining landowners and neighbor's rights may result in denial of certain access points, penalty fees, damage fees, increased Lease rates, suspension of the Lease, or Lease termination.

Weyerhaeuser expects Lessee to resolve internal and external issues on its own. This must be done in a peaceful, legal manner and with respectful behavior. Any unresolved EXTERNAL issues will be brought to the attention of Weyerhaeuser as soon as possible.

In addition to all other safety, rules, guidelines, and the like set forth in this lease, all members and guests will faithfully practice the **10 Commandments of Gun Safety**:

1. Treat every gun as if it were loaded.
2. Watch your muzzle.
3. Keep guns unloaded unless in use.
4. Be sure the barrel is clear of obstructions.
5. Be sure of your target and what is behind the target before you pull the trigger.
6. Never point a gun at anything you do not want to shoot.
7. Never climb a tree or fence or jump a ditch with a loaded gun. Never pull a gun toward you by the muzzle.
8. Never shoot a bullet at a flat, hard surface or at water.
9. Store guns and ammunition separately and beyond the reach of children.
10. Do not hunt or shoot when under the influence of alcohol or other drugs.

**24. ARCHEOLOGICAL SITES.** Lessee shall ensure that no archaeological sites or objects of antiquity on the Leased Property are disturbed, altered, damaged or vandalized by any means, including but not limited to digging, probing or deliberately plowing or cultivating such sites for the express purpose of exposing artifacts or archaeological sites or other objects of antiquity. Lessee will ensure that no state or federal laws pertaining to cultural resources and/or human burials on the Leased Property are violated. Willful violation or disregard of such laws by the Lessee will result in immediate termination of the Lease.

**25. PAYMENT.** Payment of the Lease Fee shall be made in accordance with the Payment Schedule set forth above. REFUNDS FOR PAYMENT OVERAGES AND/OR ANY OTHER REFUNDS OWED TO LESSEE FOR AMOUNTS LESS THAN TWENTY DOLLARS (\$20.00) WILL BE RETAINED BY WEYERHAEUSER AS AN ADMINISTRATIVE FEE AND SHALL NOT BE REFUNDED TO LESSEE. In addition to any other remedies set forth herein or available under applicable laws, the unpaid Lease will be considered not leased and available to the public

for leasing. Weyerhaeuser reserves the right to immediately lease any land for which the Lease Fee has not been received by its due date.

**26. LEASE TERMINATION.** Weyerhaeuser is under no obligation to renew the Lease and any renewals shall be solely at the option of Weyerhaeuser.

a. **TERMINATION WITHOUT CAUSE.** Weyerhaeuser reserves the right to cancel the Lease at any time should it so elect, with at least ten (10) days written notice to the Lessee, even though Lessee has complied with its terms. It is understood and agreed that if Weyerhaeuser elects to cancel the Lease, notice either in writing or by email to the Lessee will be sufficient. Lessee shall have no right to terminate this Lease. Lessee shall have no right to a refund of any portion of the Lease fee except as expressly set forth in this Section 26.

b. **LAND SALES** - Lessee acknowledges that during the term of the Lease Weyerhaeuser may, without notice to Lessee, sell or convey to a third party all or part of the Leased Property. Lessee agrees that in the event of such sale or conveyance the Lease shall immediately terminate unless Weyerhaeuser, at its option, elects to assign the Lease to the new owner of the Leased Property. Should Weyerhaeuser elect not to assign the Lease and it terminates pursuant to the provisions of this paragraph, Weyerhaeuser shall return to Lessee a prorated amount of the consideration paid.

If Weyerhaeuser terminates this Lease pursuant to Subsections 26(a) or 26(b) above then the following refunds will apply:

<b><u>Date of Termination</u></b>	<b><u>Amount of Refund</u></b>
Prior to Hunting Season	Full Refund
During Hunting Season	Pro-rata Refund based on percentage of lease term remaining
After Hunting Season	No Refund
For purposes of this Lease, Hunting Season is defined as the period between the first day of deer season (firearm season) and the last day of turkey season in the applicable jurisdiction.	

c. **VIOLATIONS** - Lessee signature and acceptance of the Lease constitute acknowledgment that any violation of the terms and conditions of the Lease or failure to comply in good faith with the provisions contained herein are grounds for termination of the Lease. Weyerhaeuser, at its option, may immediately terminate the Lease by notice either in writing or by email to Lessee. Lessee also agrees that it shall be responsible for and shall reimburse Weyerhaeuser for any damages or losses suffered by Weyerhaeuser as a result of any such violation. It is agreed that should Lessee breach any of the terms of the Lease Weyerhaeuser shall have the right to retain all sums paid on account hereunder as liquidated damages and as a penalty for violating the terms of the Lease. No refunds will be issued after hunting season has expired.

d. **FAILURE TO PAY LEASE FEES** - Lessee acknowledges that should Lessee fail to pay the lease fees when due, Weyerhaeuser, at its option, may immediately terminate the Lease by notice to Lessee either in writing or by email. In the event that Weyerhaeuser files suit for the collection of payments due under the Lease or for the enforcement of rights or remedies granted to Weyerhaeuser under the Lease, Lessee agrees to pay Weyerhaeuser's attorney fees and costs in connection therewith.

Lessee further agrees, within twenty-one (21) days thereafter, to remove from the Leased Property all equipment and other property of Lessee (unless otherwise stated) located or placed on the Leased Property pursuant hereto and to restore the Leased Property to a condition free and clean of any contamination or hazardous substances, waste, debris or any other foreign material, all in strict accordance with all applicable laws, rules and regulations respecting health, safety and the protection of lives, including sanitary laws of the local, state, and federal governments then in effect. In the event Lessee fails to remove from the Leased Property the equipment and all other property located or placed on the Leased Property, then at Weyerhaeuser's election and upon written notice to Lessee, Weyerhaeuser will take the necessary means to restore the land to its original condition and shall forward a statement for all costs incurred by Weyerhaeuser to Lessee and Lessee shall remit the full amount to Weyerhaeuser within thirty (30) days of said notice.

Upon expiration or termination of the Lease, all rights granted shall cease and Lessee shall surrender unto Florida-2347 / Paul Hanson (2018/2019)



Weyerhaeuser possession of the Leased Property.

## **OTHER PROVISIONS**

**27. MISCELLANEOUS PROVISIONS:** In addition to the Terms and Conditions set forth in Sections 1 – 26 herein, Lessee acknowledges and agrees to be bound by the general terms, Payment Schedule, and any special conditions set forth on pages one or two of this Lease.

27.1 Lessee shall not be considered the agent or employee of Weyerhaeuser and at no time shall the members or guests of Lessee hold themselves out or represent themselves to be agents or employees of Weyerhaeuser.

27.2 Being under the influence of, bringing in, possessing, providing, manufacturing, or other production of, buying, selling or using unauthorized drugs or controlled substances on the Leased Property is strictly prohibited.

27.3 If any provision of this Lease (other than those relating to the Lease Fee) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

27.4 This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein. Any amendments to this Lease must be in writing and executed by both the Weyerhaeuser and Lessee.

27.5 Lessee and Weyerhaeuser agree that any dispute arising out of or related to this Lease is personal to Lessee and Weyerhaeuser and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

**Arbitration of disputes.** For any applicable dispute or claim that Lessee has against Weyerhaeuser or relating in any way to this Lease, Lessee agrees to first contact Weyerhaeuser and attempt to resolve the claim informally by sending a written notice of Lessee's claim to Weyerhaeuser (the "**Notice**"). The Notice must (a) include Lessee's name; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. If Lessee and Weyerhaeuser cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by JAMS. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one (1) arbitrator. Arbitration proceedings will be held in the county in which the capital of the State in which the Leased Area is located, in accordance with the JAMS Streamlined Arbitration Rules and Procedures ("**JAMS Rules**"). The most recent version of the JAMS Rules are available at <https://www.jamsadr.com/rules-streamlined-arbitration/> and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and any claim that the JAMS Rules are unfair or should not apply for any reason.

**28. SPECIAL PROVISIONS:**

**None.**

*[signatures appear on following page]*



The undersigned acknowledges, accepts and agrees to be bound by all the terms and conditions of this Lease, individually as Lessee and as the designated representative of the club identified herein.

**LESSEE: LULU HUNTING CLUB**

**(Sign here if INDIVIDUAL lessee):**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**(Sign here if DESIGNATED REPRESENTATIVE OF CLUB):**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

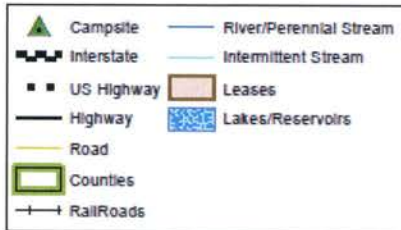
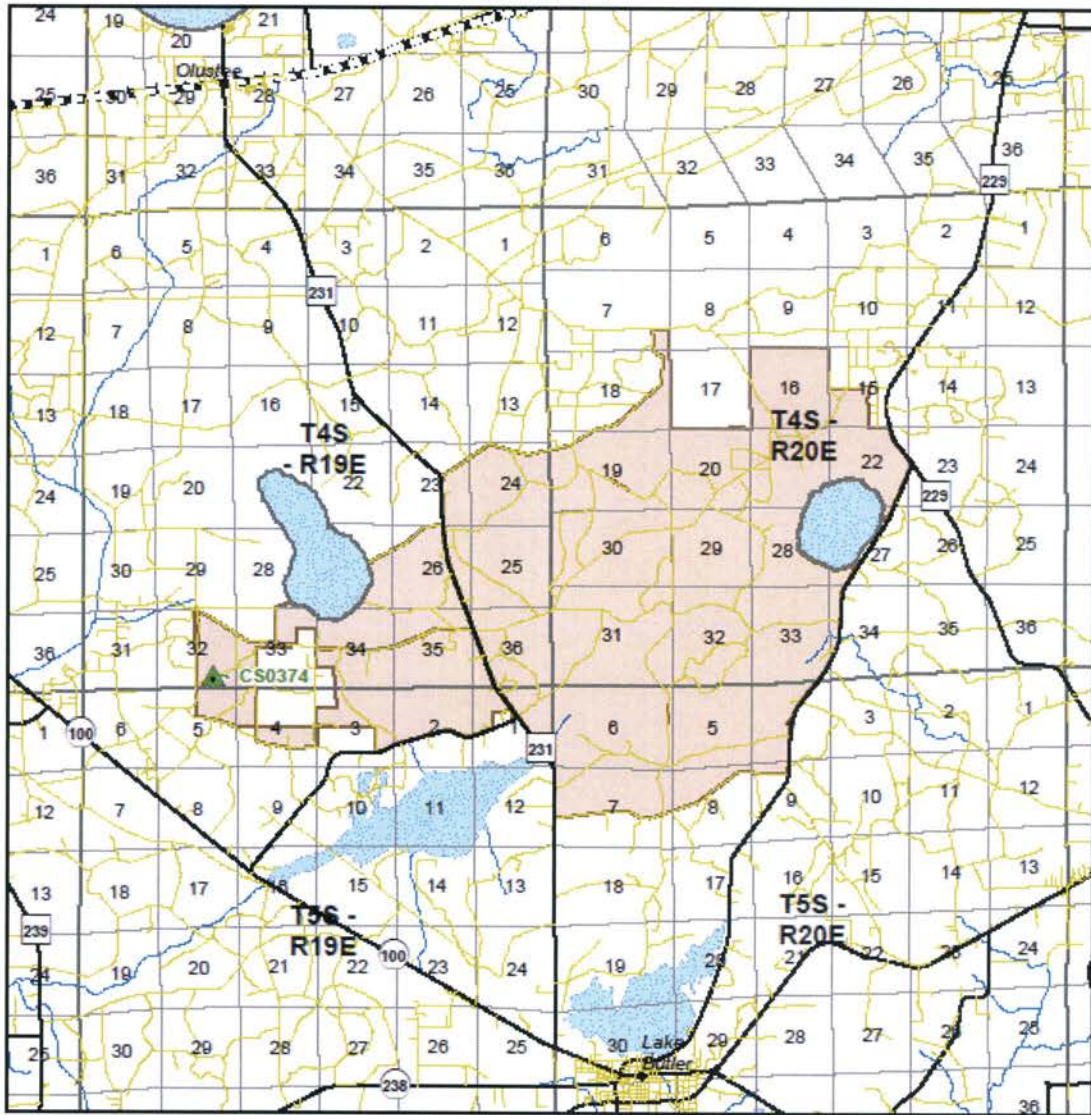
**WEYERHAEUSER COMPANY**

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Paul Hanson  
Print Name

Title: Lease Manager

Exhibit "A"



Hunt Lease Map

Florida-2347

LULU HUNTING CLUB

Acres: 17468



3/27/2018

DAVID RIVERS

## HUNTING/RECREATIONAL LEASE

**WEYERHAEUSER COMPANY**, hereinafter called "Weyerhaeuser" with a notice address of 14410 Seneca Trail North Lewisburg, WV 24901 and in consideration of the Lease Fee, and subject to the terms and conditions set forth below, hereby grants to the **TOM CLARK HUNT CAMP** identified below (hereinafter "Lessee") the exclusive right and privilege to hunt and fish for all legal types and species of game fish, game birds, and game animals within the boundaries of the land delineated on the attached Exhibit A (hereinafter the "Leased Property"). This hunting lease agreement (hereinafter the "Lease") is entered into this 29 day of March 2018.

### LESSEE:

Designated Representative: **JAMES CREWS**  
Address: **9152 NW 212 STREET STARKE FL 32091**  
Lessee: **TOM CLARK HUNT CAMP**  
Lease Name #: **Florida-2329**

### SUMMARY OF LEASED AREA:

See attached Exhibit A  
Approximate Acres: 1.2

### INVOICE / PAYMENT SCHEDULE

Club Name: **TOM CLARK HUNT CAMP**

Lease / Invoice Number	Acres		EARLY DISCOUNT AMOUNT if paid in full and postmarked by 5/15/2018	FULL AMOUNT (No Discount) (or 2 equal installments) if postmarked after 5/15/2018
Florida-2329	1.20			
		Base Rental Fee:	\$365.36	\$397.32
<b>AMENITIES</b>				
		Structure	\$400.00	\$400.00
		Camp site	\$300.00	\$300.00
		Amenity Subtotal:	\$700.00	\$700.00
		Administrative Fee	\$0.00	\$0.00
		Total if paid by Credit Card:	\$1,065.36	\$1,097.32
		Total if paid by Paper Check:	\$1,059.33	\$1,090.36
		<b>BEST VALUE Total if paid by EFT:</b>	<b>\$1,034.33</b>	<b>\$1,065.36</b>

**Please send payment to:**

Weyerhaeuser Company  
Hunt Club Lockbox  
P O Box 203149  
Dallas, TX 75320-3149

**Payments must be received at our office by 5/31/2018 or your lease will be cancelled.**  
*Overnight shipping may be necessary to ensure timely arrival.*

The FULL AMOUNT (non-discounted) Grand Total may be paid by Electronic Funds Transfer (e.g. wire or ACH) in two equal installments as follows:

- a. First installment of 50 % due on the **15th day of May, 2018**; and
- b. Second installment of 50 % due on the **15th day of July, 2018**.

**The installment payment option is only available for CREDIT CARD OR ELECTRONIC FUNDS TRANSFERS.**

In the event that LESSEE notifies Weyerhaeuser in writing of its intention to terminate this Lease prior to June 1, 2018 [beginning of the lease term]; Weyerhaeuser shall refund the first installment in full to LESSEE. Failure to so notify Weyerhaeuser of non-renewal prior to June 1, 2018 and failure to pay the second installment by July 15, 2018 will constitute a default under this Lease. Such default will result in forfeiture of 30% of the first installment payment and automatically void this Lease with no further obligation by the Weyerhaeuser to follow up with the LESSEE. Weyerhaeuser and LESSEE agree that such amount is a reasonable amount for liquidated damages sustained by Weyerhaeuser upon default of LESSEE because of the uncertainty in ascertaining actual damages.

The above listed Designated Representative is designated as the representative of the Lessee authorized to communicate with Weyerhaeuser and conduct all business necessary to exercise the club privileges under this Lease. The designated representative is accountable to Weyerhaeuser for compliance of all the club members and guests with the terms and conditions of this Lease. Any notice communicated by Weyerhaeuser to the designated representative shall be deemed to be notice to all members of the club. The Designated Representative shall have no rights above and beyond those of the club members with respect to this Lease.

The Lessee shall maintain accurate and complete member information including names, mailing addresses, email addresses, and phone numbers of all members. Failure to maintain an accurate and complete list of club members may result in a default of this Lease and possible Lease cancellation. Weyerhaeuser is committed to managing its forestland on a sustainable basis for both timber production and other forest values such as wildlife habitat, water quality, and aesthetics. The foundation of this commitment is the Sustainable Forestry Initiative (SFI), a program managed by SFI, Inc. Compliance to this program makes it a requirement that all users of Weyerhaeuser's forestlands be committed to continuous improvement in the areas of sustainability, wildlife habitat diversity, water quality and aesthetics. Lessee must review the terms of this Lease very carefully and be prepared to comply with the requirements as herein set forth and agree to participate in Weyerhaeuser's commitment.

#### **LEASE TERMS AND CONDITIONS:**

**1. TERM.** The term of the Lease shall be for a period commencing on 6/1/2018, and ending on 5/31/2019, unless sooner terminated pursuant to the provisions of this Lease.

**2. LEASE AREA AND USE.** Weyerhaeuser grants this Lease to Lessee for the purpose of conducting hunting and sport fishing upon the Leased Property, subject to the terms and conditions herein. This Lease does not confer upon Lessee the right to conduct any other activities on the Leased Property, including but not limited to, commercial recreational developments or facilities, commercial camping activities, commercial fishing rights, non-hunting and fishing related vehicular activities, grazing rights, agricultural rights, or any rights to timber upon or minerals in or under said lands. Weyerhaeuser grants to Lessee only such rights to the Leased Property as Weyerhaeuser may have, and it is specifically agreed and understood that this Lease is without any warranty or representation whatsoever on the part of Weyerhaeuser, as to the title or suitability to the purpose for which the same is granted, or otherwise. Notwithstanding anything in this Lease to the contrary, Lessee shall have the right to inform and enlist the help of law enforcement with respect to any trespassing or other illegal activity on or around the Leased Property.

**3. MANAGEMENT ACTIVITIES.** Lessee acknowledges that Weyerhaeuser is managing the Leased Property as a timber plantation and/or for other purposes and that Weyerhaeuser's right to conduct any of its operations on the Leased Property shall at all times be superior to the rights herein leased. Weyerhaeuser, in its operations, may harvest timber, clear portions of, or all of said land, plant and cultivate timber thereon, construct roads, improve and/or develop the Leased Property for other purposes, and conduct any other activity necessary or convenient in its operations, without restriction and without any liability as to the effect that such operations may have upon the hunting and fishing rights granted herein. Lessee is aware that these operations may take place at any time during the term of this Lease, including hunting season. Also, if weather conditions, other conditions or silvicultural activities on the Leased Property are such that in the sole judgment of Weyerhaeuser, the exercise of the rights herein granted to Florida-2329 / Paul Hanson (2018/2019)



Lessee will present a hazard to those persons engaged in operational activities or a material fire hazard to the timber and trees on the Leased Property, then Lessee shall at Weyerhaeuser's request discontinue any activities on the Leased Property specified by Weyerhaeuser until such time as Weyerhaeuser shall advise that conditions have sufficiently improved to permit Lessee to resume said activities. No refunds or proration will be granted as a result of the foregoing. All authorized individuals and work crews performing duties for Weyerhaeuser, or its contractors, on such jobs as road maintenance, logging, planting, etc., shall be given free access to the Leased Property at all times to perform their duties. Lessee hereby agrees to not hunt in areas with active logging or other industrial forestry activities, nor shall Lessee impair, impede or interfere in any way with the conduct of such activities by Weyerhaeuser, or any of its contractors, including, without limitation, interference with log truck ingress/egress to the Leased Property. Failure to comply with this provision may result in immediate termination of this Lease.

**4. GOVERNING LAWS.** Lessee agrees to abide by and comply with any and all applicable local, state and federal laws and regulations pertaining to its activities on the Leased Property, including specifically the posting, game, fishing and trapping rules, environmental protection and control, and regulations and statutes of the state in which the Leased Property is located. Lessee shall be solely responsible for the conduct of Lessee's members and guests in connection with said hunting and fishing laws or regulations.

Furthermore, Lessee specifically agrees to comply with the provisions of the Federal Endangered Species Act, 16 U.S.C. Section 1531, et.seq., (as amended) and, prior to its sport hunting and sport fishing and related activities, to inspect the Leased Property for evidence of habitation by species of fish, wildlife and plants which may from time to time be listed as threatened or endangered as stated in Title 50, Part 17 of the Code of Federal Regulations (CFR). Lessee shall report to Weyerhaeuser the presence of, or any evidence of, habitation by any such threatened or endangered species. Lessee agrees to indemnify and save and hold Weyerhaeuser, its officers, agents and employees free and harmless from any and all liens, claims, costs, liability, fines, penalties and/or damages for or on account of any violation of the Endangered Species Act which is caused by or results in whole or in part from acts of commission, omission or negligence on the part of Lessee, its agents, employees or guests, arising or growing out of the exercise of the rights under, or the performance or malperformance or nonperformance of any part of Lessee's duties or activities under this Lease. Weyerhaeuser and Lessee agree that, should the presence of any threatened or endangered species or evidence of habitation thereof be found on any of the acreage subject to this Lease, Weyerhaeuser shall have the right to terminate (if so desired by Weyerhaeuser) this Lease on the affected acreage (as determined solely by Weyerhaeuser) and Lessee shall be reimbursed or excused from the payment, as the case may be, for the prorated portion of the Lease fees, as determined in good faith by Weyerhaeuser which relates to the affected acreage.

**5. ASSIGNMENT.** The hunting rights and privileges herein granted to Lessee are non-transferable, non-assignable, and shall not at any time be subleased. Selling daily or short term leases or hunts shall not be allowed.

**6. LIABILITY.** Lessee hereby agrees that hunting is an inherently dangerous activity and assumes all liability for any and all injuries or damages to persons or property or arising in any way from the exercise of rights granted under the Lease. It is understood and agreed that Weyerhaeuser assumes no responsibility or obligations for the safety of the persons covered by the Lease or their agents, employees or guests, including without limitation minor children. Lessee hereby assumes all such responsibility and liability.

All minors permitted by Lessee to hunt and fish on the Leased Property shall be under the direct supervision of one of their parents (or guardian) and when children are present on the Leased Property, the parents (or guardian) shall be fully responsible for their acts and safety.

Lessee, on behalf of itself and each member and/or guest of Lessee, agrees to indemnify, defend, and save and hold Weyerhaeuser, its affiliates, and all of their officers, agents, contractors, and employees (collectively, the "Indemnified Parties") free and harmless for, from, and against any and all liens, claims, loss, injury, costs, liability, demands, causes of action, and/or damages including any incidental and consequential expenses/damages incurred by the Indemnified Parties associated with or at all attributable to (directly or indirectly) any injury to or death of persons or damage to property (including but not in any way limited to Weyerhaeuser's property and costs and attorney fees incurred in defense), in whole or in part caused by, associated with, or in any way attributable to (directly or indirectly), the condition of the Leased Property and/or by acts of commission, omission or negligence on the part of the Lessee, its members, guests, agents or employees, (including trespass onto neighboring lands), arising or growing out of the exercise of the rights under, or the performance, malperformance or nonperformance of any part of the Lease, whether



such loss or liability is caused or contributed to by any act of the Indemnified Parties or by the condition of the Leased Property, including the conditions of any private roads, bridges, drainage structures, gates, or other infrastructure installed or maintained by any of the Indemnified Parties.

**7. INSURANCE.** Weyerhaeuser will, during the term of this Lease, purchase or cause to be issued comprehensive liability insurance. This policy will name Weyerhaeuser, and its subsidiaries, and Lessee as insureds. All the terms and provisions of the policy shall be as negotiated by Weyerhaeuser and the insurer. Lessee acknowledges that it does not, in executing this Lease, rely on any representation as to coverage or amount of any insurance that may be secured by Weyerhaeuser.

**8. ACCESS.** Lessee shall have permission to access the Leased Property at any and all times for the exercise of the rights herein granted. Lessee shall have the right to use existing roads over the Leased Property but shall not have the right to construct any additional roads, or modify, repair, or otherwise make any alterations to said existing roads, without the prior written consent of Weyerhaeuser. Weyerhaeuser does not warrant the condition of any roads, bridges or drainage structures on said land, nor does Weyerhaeuser agree to maintain any such roads, bridges or drainage structures in any particular condition. Lessee expressly acknowledges its independent duty before any use thereof, to inspect such roads, etc. and to determine the adequacy thereof for its intended use before using same.

Weyerhaeuser, its employees, licensees, agents, and contractors, reserves and shall have the unrestricted right of ingress to and egress from the Leased Property during the term of this Lease at any time and for any reason it may deem necessary or desirable, without violation of any of the rights granted herein.

**9. GATES.** Lessee agrees to construct and maintain gates, at its expense and using Weyerhaeuser's specifications, across any existing or future private Weyerhaeuser roads leading into the Leased Property, at the location(s) shown on the plats attached hereto and/or as designated by Weyerhaeuser's authorized representative. Gates shall be kept locked at all times using a multi-lock system that ensures Weyerhaeuser can always access the Leased Property by using the Weyerhaeuser lock located on the gate.

Lessee shall use only one (1) lock. Lessee is responsible for providing its lock. Any and all gates must be built according to regional gate specifications which are available from the local Weyerhaeuser authorized representative. At no time shall Lessee tamper with or remove Weyerhaeuser's lock. Removal of or tampering with Weyerhaeuser's lock shall be grounds for termination of this Lease. Upon expiration or termination of this Lease, the gates constructed by Lessee shall be left in place and shall become the property of Weyerhaeuser, at no cost to Weyerhaeuser. Lessee may not construct any gates without the prior written consent of Weyerhaeuser, which consent shall not be unreasonably withheld.

**10. POSTING.** Lessee must post the Leased Property in accordance with the laws of the applicable state and parish or county, but only insofar as said laws allow posting by the use of signs or no trespassing paint. Lessee is expressly prohibited from constructing any exterior or interior fences whatsoever on the Leased Property. Lessee shall under no circumstances paint or place signage over any white or other existing painted lines. Lessee shall bear all costs of posting whether by signs or no trespassing paint as indicated by above laws.

All signs used for posting shall be identified with the name of the Lessee. Posting signs may be affixed to wooden posts or non-merchantable hardwoods using only aluminum nails. Signs shall be removed from the Leased Property by the Lessee upon the termination or cancellation of this Lease. The Lessee shall not post any land that does not belong to Weyerhaeuser without permission from the landowner. Exceptions must have prior approval from the Weyerhaeuser authorized representative at the notice address identified above.

It is specifically understood and agreed that Weyerhaeuser shall have no obligation to prevent trespassing, including poaching, on the Leased Property, and anyone entering Weyerhaeuser property without permission from Weyerhaeuser or the Lessee will be considered trespassing. Weyerhaeuser assumes no responsibility for the acts of any third parties on or around the Leased Property.

**11. ENCUMBRANCES.** The Lease is made subject to any existing or future easements, servitudes, surface leases and other types of occupancy agreements that may affect the Leased Property and is also subject to any existing or future, gravel, mineral and other leases that may affect the Leased Property. Weyerhaeuser reserves the right to construct or to grant to others the right to construct roads, pipelines, power lines, ditches, canals, or any other

improvements which Weyerhaeuser deems advisable or necessary, and may execute all such instruments, including without limitation, rights of way and easements which it may deem necessary.

**12. RAILROAD RIGHT-OF-WAY.** There shall, specifically, be no hunting, driving, ATVs or food plots on any railroad or railroad right-of-way on the Leased Property.

**13. ASSET PROTECTION.** Lessee agrees that it shall not injure, damage and/or destroy any fences, gates, roads, drainage structures, livestock, timber, or other property of Weyerhaeuser and/or of others on the Leased Property and shall be responsible for and shall reimburse Weyerhaeuser and/or others for any damages which may occur as a result of its activities. Lessee agrees to promptly notify Weyerhaeuser of any injury or damage to the Leased Property.

Damage fees will be assessed to Lessee in the event that damage occurs through Lessee's use of the Leased Property in excess of normal expectations.

Lessee agrees that due care will be exercised to prevent forest fires on the Leased Property. Lessee will immediately notify the state forestry department and Weyerhaeuser of any fires that may occur on the Leased Property and will use its best efforts to safely extinguish any fires.

**14. CAMPING.** Some Regions will allow permanent campsites to be established during the Lease term. A Campsite Application Form must be submitted and approved. The form is located online at [www.wyrecreation.com](http://www.wyrecreation.com) Please review the application form for an explanation of expectations. Lessee is strictly prohibited from placing on the Leased Property any building or structure of a permanent nature. Installation of permanent sewage treatment systems of any kind, electric utility service, and waterlines are strictly prohibited without prior written approval by a Weyerhaeuser's authorized representative. Residency will not be permitted on Weyerhaeuser property or the Leased Property. The expense of the permanent campsite and/or its amenities, to be determined by Weyerhaeuser, will be added to the overall price of the current Lease.

Temporary campsites are also allowed in some areas with the prior written approval of Weyerhaeuser's authorized representative. Where allowed Lessee agrees that camping on the Leased Property shall be only of a temporary nature, defined as "pack in/pack out" and it being understood that Lessee is strictly prohibited from placing on the Leased Property any building or structure of a permanent nature. Temporary campsites shall be confined to existing locations or natural openings and shall be maintained in a neat and orderly manner and kept free of litter at all times. Lessee may be required to relocate temporary campsites if Weyerhaeuser deems the current location unsuitable or if a temporary campsite conflicts with current or anticipated forest operations.

Abandoned vehicles are not allowed to be left on Weyerhaeuser property. Weyerhaeuser reserves the right to remove any abandoned vehicles and charge Lessee for the full cost of removal.

It is understood and agreed that should Weyerhaeuser be levied any taxes for any item associated with a temporary or permanent campsite, the Lessee shall pay those assessed taxes.

**15. FOOD PLOTS.** Establishing food plots as a supplemental food source for wildlife is permitted by Weyerhaeuser under the following conditions and locations:

- Loading decks and/or skid trails;
- Natural openings or other areas outside our planted pine plantations or hardwood regeneration;
- Within established rights-of-way, abandoned well sites and roadsides as long as it does not conflict with right-of-way grantee's use; it is the Lessee's responsibility to gain permission from utility line and pipeline companies.
- Between rows in our established pine plantations.
- All food plot locations must be approved in writing by Weyerhaeuser's authorized representative.

Damage fees will be assessed for food plot violations in accordance with this Paragraph 15.

The following areas are strictly prohibited from the establishment of food plots:

- Within any existing roadbed;
- Any acres currently within pine plantations (unless previously approved in writing by Weyerhaeuser's authorized



representative);

- No trees shall be removed for the construction of food plots.

Weyerhaeuser reserves the right to use these areas to support timber operations, notwithstanding the presence or absence of food plots. Weyerhaeuser assumes no liability for damage to food plots caused by the company, its contractors, agents or assigns.

**16. WILDLIFE OPENINGS.** Some Weyerhaeuser regions may allow the construction of permanent wildlife openings to be established at the time of final harvest. A Wildlife Opening Application Form must be submitted and approved in writing by the Weyerhaeuser authorized representative. The form is located on the [www.wyrecreation.com](http://www.wyrecreation.com) website. The form will provide details of Weyerhaeuser's expectations pertaining to wildlife openings. Once established, the Lessee will be expected to maintain the wildlife opening until the surrounding plantation is final harvested again (typically 27 years). The expense of the wildlife opening, to be determined by Weyerhaeuser, will be added to the overall price of the current Lease. Rates for wildlife openings may vary from region to region.

**17. PERSONAL PROPERTY/STANDS.** Lessee shall construct no stands which cause damage to any tree species. Nails, spikes, lag bolts, cotton spindles, support cables or screw-in-steps are expressly prohibited. Construction of "tower stands" is permitted. Stands are not permitted between the ditch lines of any road, and must allow for road maintenance activities.

While stands and other personal property such as trail cameras, feeders, ground blinds, etc., may be left in the woods, Weyerhaeuser strongly encourages their removal when not in use. Weyerhaeuser assumes no liability for damage to stands or other personal property of any kind caused by Weyerhaeuser, its contractors, agents, or assigns. The safety of other hunters and adjacent landowners is critical in the placement of stands and other personal property.

**18. ROADS AND ENVIRONMENTAL STEWARDSHIP.** Lessee hereby agrees not to remove water bars or earthen mounds used to control water drainage on temporary roads. These structures are installed to prevent damage to water quality by unwanted erosion. Crossing of the structures is prohibited when crossing the structure causes damage to the structure yielding it nonfunctional. Lessee will be liable for damages caused by the damage to or removal of such structures. Large berms installed to close roads cannot be removed. Unapproved use of large road equipment such as dozers and graders to work on Weyerhaeuser roads is prohibited.

Lessee agrees that all vehicular travel on or across the Leased Property shall be limited to the established roads located thereon and that such vehicular travel is expressly prohibited in, on, over, or across areas on which young timber stands have been established. The use of highway vehicles or all-terrain vehicles in wet weather, resulting in rutting of roads, is expressly prohibited.

Lessee agrees not to engage in any activities which may degrade the water quality. This includes using forested buffers along streams or waterways for ATV trails, filling in streams or waterways for crossings and any cutting trees or bushes within forested buffers for any purpose.

**19. DUMPING.** Lessee agrees that it shall not commit, authorize or permit the dumping of garbage, trash, refuse, animal carcasses and entrails, and hazardous waste on the Leased Property and insofar as it is able, will watch the Leased Property for unauthorized dumping and trespass and shall give Weyerhaeuser immediate notice of any dumping, trespass or other depredations committed thereon by anyone.

Weyerhaeuser may require the Lessee to remove all refuse existing on the Leased Property as of the date of the Lease. Lessee shall not be responsible for the removal of refuse not dumped by Lessee that cannot be legally disposed of at the disposal area operated by the county in which the tract is located or the disposal of which would involve unusual consideration or other disposal fees ("Nondisposable Refuse"). Lessee shall immediately notify Weyerhaeuser of the existence of such Nondisposable Refuse.

**20. ATVs.** All-Terrain Vehicles (ATVs) may be used only as necessary on the Leased Property for transportation in connection with the ordinary hunting and fishing activities and shall not be used for competitive or other recreational activities. Damage to the Leased Property from the use of ATVs may result in the elimination of ATVs from the Leased Property and potential termination of the Lease.

**21. HUNTING DOGS.** The use of dogs for hunting deer, bear, feral swine, coyote, fox and bobcat, and training of dogs for these species, is prohibited on the Leased Property unless these privileges are specifically provided as a special provision (stated in paragraph 28) to this Lease (if applicable) or unless a Special Use Permit is granted by Weyerhaeuser in its sole discretion. Hunting dogs may be used for small game, upland game birds, or waterfowl. Hunting dogs or other animals used in connection with the activities allowed under this Lease are allowed on the Leased Property but must be accompanied and supervised by Lessee at all times. Lessee assumes all responsibility and liability for animals brought onto the Leased Property by Lessee or its members or guests. Pens to contain dogs shall not be constructed on Weyerhaeuser property or the Leased Property unless enrolled in the permanent campsite program. No dogs may be permanently penned on the Leased Property.

**22. INTRODUCTION OR RELEASE OF SPECIES.** The Lessee shall not introduce or release feral hogs or any other native, non-native, domestic or exotic species on the Leased Property without the prior written permission of Weyerhaeuser's authorized representative. This prohibition applies to both animal and plant species.

**23. CONDUCT.** The parties hereto, in the exercise of their respective rights, hereby agree to cooperate with each other and any other party or parties having or who may acquire rights in the subject lands, so that all parties involved may exercise their respective rights in said lands without undue interference from any other party. Lessee agrees that it, and its guests, shall not conduct any hunting activities in the vicinity of any logging or other operations on said land that could in any way endanger any person performing said operations. Lessee and its guests are expected to respect adjoining landowners and neighbor's rights to enjoy their property. Lessee understands that it and its guests are expected to allow neighbors and adjoining landowners to enjoy their property, safely, and free from harassment. Failure to respect adjoining landowners and neighbor's rights may result in denial of certain access points, penalty fees, damage fees, increased Lease rates, suspension of the Lease, or Lease termination.

Weyerhaeuser expects Lessee to resolve internal and external issues on its own. This must be done in a peaceful, legal manner and with respectful behavior. Any unresolved EXTERNAL issues will be brought to the attention of Weyerhaeuser as soon as possible.

In addition to all other safety, rules, guidelines, and the like set forth in this lease, all members and guests will faithfully practice the **10 Commandments of Gun Safety**:

1. Treat every gun as if it were loaded.
2. Watch your muzzle.
3. Keep guns unloaded unless in use.
4. Be sure the barrel is clear of obstructions.
5. Be sure of your target and what is behind the target before you pull the trigger.
6. Never point a gun at anything you do not want to shoot.
7. Never climb a tree or fence or jump a ditch with a loaded gun. Never pull a gun toward you by the muzzle.
8. Never shoot a bullet at a flat, hard surface or at water.
9. Store guns and ammunition separately and beyond the reach of children.
10. Do not hunt or shoot when under the influence of alcohol or other drugs.

**24. ARCHEOLOGICAL SITES.** Lessee shall ensure that no archaeological sites or objects of antiquity on the Leased Property are disturbed, altered, damaged or vandalized by any means, including but not limited to digging, probing or deliberately plowing or cultivating such sites for the express purpose of exposing artifacts or archaeological sites or other objects of antiquity. Lessee will ensure that no state or federal laws pertaining to cultural resources and/or human burials on the Leased Property are violated. Willful violation or disregard of such laws by the Lessee will result in immediate termination of the Lease.

**25. PAYMENT.** Payment of the Lease Fee shall be made in accordance with the Payment Schedule set forth above. REFUNDS FOR PAYMENT OVERAGES AND/OR ANY OTHER REFUNDS OWED TO LESSEE FOR AMOUNTS LESS THAN TWENTY DOLLARS (\$20.00) WILL BE RETAINED BY WEYERHAEUSER AS AN ADMINISTRATIVE FEE AND SHALL NOT BE REFUNDED TO LESSEE. In addition to any other remedies set forth herein or available under applicable laws, the unpaid Lease will be considered not leased and available to the public

for leasing. Weyerhaeuser reserves the right to immediately lease any land for which the Lease Fee has not been received by its due date.

**26. LEASE TERMINATION.** Weyerhaeuser is under no obligation to renew the Lease and any renewals shall be solely at the option of Weyerhaeuser.

a. **TERMINATION WITHOUT CAUSE.** Weyerhaeuser reserves the right to cancel the Lease at any time should it so elect, with at least ten (10) days written notice to the Lessee, even though Lessee has complied with its terms. It is understood and agreed that if Weyerhaeuser elects to cancel the Lease, notice either in writing or by email to the Lessee will be sufficient. Lessee shall have no right to terminate this Lease. Lessee shall have no right to a refund of any portion of the Lease fee except as expressly set forth in this Section 26.

b. **LAND SALES** - Lessee acknowledges that during the term of the Lease Weyerhaeuser may, without notice to Lessee, sell or convey to a third party all or part of the Leased Property. Lessee agrees that in the event of such sale or conveyance the Lease shall immediately terminate unless Weyerhaeuser, at its option, elects to assign the Lease to the new owner of the Leased Property. Should Weyerhaeuser elect not to assign the Lease and it terminates pursuant to the provisions of this paragraph, Weyerhaeuser shall return to Lessee a prorated amount of the consideration paid.

If Weyerhaeuser terminates this Lease pursuant to Subsections 26(a) or 26(b) above then the following refunds will apply:

<u>Date of Termination</u>	<u>Amount of Refund</u>
Prior to Hunting Season	Full Refund
During Hunting Season	Pro-rata Refund based on percentage of lease term remaining
After Hunting Season	No Refund
For purposes of this Lease, Hunting Season is defined as the period between the first day of deer season (firearm season) and the last day of turkey season in the applicable jurisdiction.	

c. **VIOLATIONS** - Lessee signature and acceptance of the Lease constitute acknowledgment that any violation of the terms and conditions of the Lease or failure to comply in good faith with the provisions contained herein are grounds for termination of the Lease. Weyerhaeuser, at its option, may immediately terminate the Lease by notice either in writing or by email to Lessee. Lessee also agrees that it shall be responsible for and shall reimburse Weyerhaeuser for any damages or losses suffered by Weyerhaeuser as a result of any such violation. It is agreed that should Lessee breach any of the terms of the Lease Weyerhaeuser shall have the right to retain all sums paid on account hereunder as liquidated damages and as a penalty for violating the terms of the Lease. No refunds will be issued after hunting season has expired.

d. **FAILURE TO PAY LEASE FEES** - Lessee acknowledges that should Lessee fail to pay the lease fees when due, Weyerhaeuser, at its option, may immediately terminate the Lease by notice to Lessee either in writing or by email. In the event that Weyerhaeuser files suit for the collection of payments due under the Lease or for the enforcement of rights or remedies granted to Weyerhaeuser under the Lease, Lessee agrees to pay Weyerhaeuser's attorney fees and costs in connection therewith.

Lessee further agrees, within twenty-one (21) days thereafter, to remove from the Leased Property all equipment and other property of Lessee (unless otherwise stated) located or placed on the Leased Property pursuant hereto and to restore the Leased Property to a condition free and clean of any contamination or hazardous substances, waste, debris or any other foreign material, all in strict accordance with all applicable laws, rules and regulations respecting health, safety and the protection of lives, including sanitary laws of the local, state, and federal governments then in effect. In the event Lessee fails to remove from the Leased Property the equipment and all other property located or placed on the Leased Property, then at Weyerhaeuser's election and upon written notice to Lessee, Weyerhaeuser will take the necessary means to restore the land to its original condition and shall forward a statement for all costs incurred by Weyerhaeuser to Lessee and Lessee shall remit the full amount to Weyerhaeuser within thirty (30) days of said notice.

Upon expiration or termination of the Lease, all rights granted shall cease and Lessee shall surrender unto Florida-2329 / Paul Hanson (2018/2019)



Weyerhaeuser possession of the Leased Property.

## OTHER PROVISIONS

**27. MISCELLANEOUS PROVISIONS:** In addition to the Terms and Conditions set forth in Sections 1 – 26 herein, Lessee acknowledges and agrees to be bound by the general terms, Payment Schedule, and any special conditions set forth on pages one or two of this Lease.

27.1 Lessee shall not be considered the agent or employee of Weyerhaeuser and at no time shall the members or guests of Lessee hold themselves out or represent themselves to be agents or employees of Weyerhaeuser.

27.2 Being under the influence of, bringing in, possessing, providing, manufacturing, or other production of, buying, selling or using unauthorized drugs or controlled substances on the Leased Property is strictly prohibited.

27.3 If any provision of this Lease (other than those relating to the Lease Fee) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

27.4 This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein. Any amendments to this Lease must be in writing and executed by both the Weyerhaeuser and Lessee.

27.5 Lessee and Weyerhaeuser agree that any dispute arising out of or related to this Lease is personal to Lessee and Weyerhaeuser and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

**Arbitration of disputes.** For any applicable dispute or claim that Lessee has against Weyerhaeuser or relating in any way to this Lease, Lessee agrees to first contact Weyerhaeuser and attempt to resolve the claim informally by sending a written notice of Lessee's claim to Weyerhaeuser (the "**Notice**"). The Notice must (a) include Lessee's name; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. If Lessee and Weyerhaeuser cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by JAMS. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one (1) arbitrator. Arbitration proceedings will be held in the county in which the capital of the State in which the Leased Area is located, in accordance with the JAMS Streamlined Arbitration Rules and Procedures ("**JAMS Rules**"). The most recent version of the JAMS Rules are available at <https://www.jamsadr.com/rules-streamlined-arbitration/> and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and any claim that the JAMS Rules are unfair or should not apply for any reason.

**28. SPECIAL PROVISIONS:**

None.

*[signatures appear on following page]*

The undersigned acknowledges, accepts and agrees to be bound by all the terms and conditions of this Lease, individually as Lessee and as the designated representative of the club identified herein.

**LESSEE: TOM CLARK HUNT CAMP**

**(Sign here if INDIVIDUAL lessee):**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**(Sign here if DESIGNATED REPRESENTATIVE OF CLUB):**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

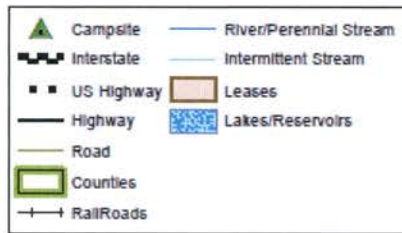
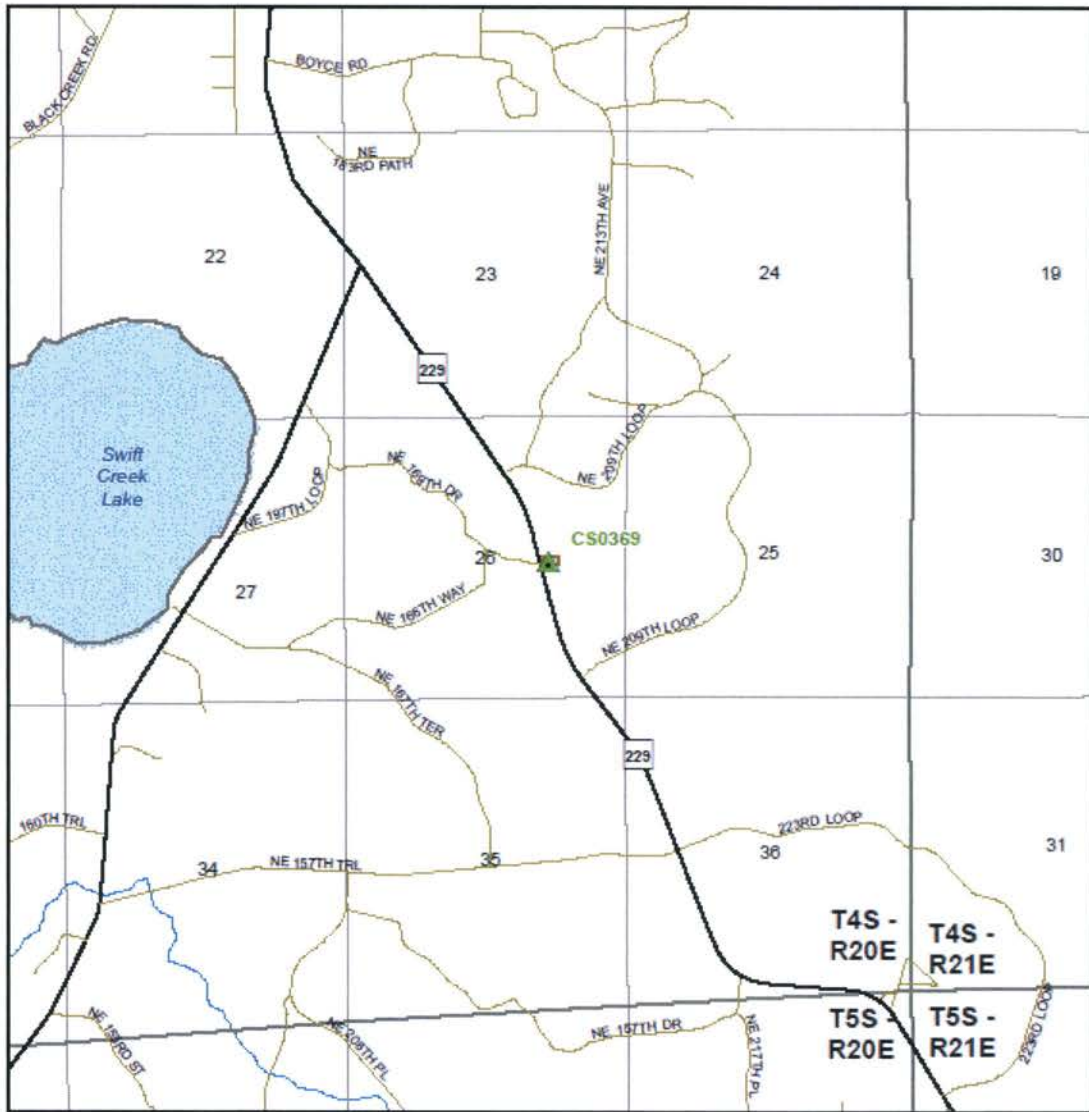
**WEYERHAEUSER COMPANY**

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Paul Hanson  
Print Name

Title: Lease Manager

Exhibit "A"



JAMES CREWS

Hunt Lease Map

Florida-2329

TOM CLARK HUNT CAMP

Acres: 1



3/25/2018



**HUNTING/RECREATIONAL LEASE**

**WEYERHAEUSER NR COMPANY** , hereinafter called "Weyerhaeuser" with a notice address of 14410 Seneca Trail North Lewisburg, WV 24901 and in consideration of the Lease Fee, and subject to the terms and conditions set forth below, hereby grants to the **PINEY BAY HUNT CLUB** identified below (hereinafter "Lessee") the exclusive right and privilege to hunt and fish for all legal types and species of game fish, game birds, and game animals within the boundaries of the land delineated on the attached Exhibit A (hereinafter the "Leased Property"). This hunting lease agreement (hereinafter the "Lease") is entered into this 29 day of March 2018 .

**LESSEE:**

**Designated Representative: JAMES DAREN ALLEN**  
**Address: 110 NE 2ND STREET LAKE BUTLER FL 32054-**  
**Lessee: PINEY BAY HUNT CLUB**  
**Lease Name #: Florida-2468**

**SUMMARY OF LEASED AREA:**

See attached Exhibit A  
Approximate Acres: 102.8

**INVOICE / PAYMENT SCHEDULE**

Club Name: PINEY BAY HUNT CLUB

<b>Lease / Invoice Number</b>	<b>Acres</b>		<b>EARLY DISCOUNT AMOUNT if paid in full and postmarked by 5/15/2018</b>	<b>FULL AMOUNT (No Discount) (or 2 equal installments) if postmarked after 5/15/2018</b>
Florida-2468	102.80			
		Base Rental Fee:	\$785.64	\$809.21
<b>AMENITIES</b>				
		Amenity Subtotal:	\$0.00	\$0.00
Administrative Fee			\$0.00	\$0.00
		Total if paid by Credit Card:	\$785.64	\$809.21
		Total if paid by Paper Check:	\$787.76	\$810.64
		<b>BEST VALUE Total if paid by EFT:</b>	<b>\$762.76</b>	<b>\$785.64</b>

**Please send payment to:**

Weyerhaeuser Company  
Hunt Club Lockbox  
P O Box 203149  
Dallas, TX 75320-3149

**Payments must be received at our office by 5/31/2018 or your lease will be cancelled.**

*Overnight shipping may be necessary to ensure timely arrival.*

The FULL AMOUNT (non-discounted) Grand Total may be paid by Electronic Funds Transfer (e.g. wire or ACH) in two equal installments as follows:

- a. First installment of 50 % due on the **15th** day of **May, 2018**; and
- b. Second installment of 50 % due on the **15th** day of **July, 2018**.

**The installment payment option is only available for CREDIT CARD OR ELECTRONIC FUNDS TRANSFERS.**

In the event that LESSEE notifies Weyerhaeuser in writing of its intention to terminate this Lease prior to June 1, 2018 [beginning of the lease term]; Weyerhaeuser shall refund the first installment in full to LESSEE. Failure to so notify Weyerhaeuser of non-renewal prior to June 1, 2018 and failure to pay the second installment by July 15, 2018 will constitute a default under this Lease. Such default will result in forfeiture of 30% of the first installment payment and automatically void this Lease with no further obligation by the Weyerhaeuser to follow up with the LESSEE. Weyerhaeuser and LESSEE agree that such amount is a reasonable amount for liquidated damages sustained by Weyerhaeuser upon default of LESSEE because of the uncertainty in ascertaining actual damages.

The above listed Designated Representative is designated as the representative of the Lessee authorized to communicate with Weyerhaeuser and conduct all business necessary to exercise the club privileges under this Lease. The designated representative is accountable to Weyerhaeuser for compliance of all the club members and guests with the terms and conditions of this Lease. Any notice communicated by Weyerhaeuser to the designated representative shall be deemed to be notice to all members of the club. The Designated Representative shall have no rights above and beyond those of the club members with respect to this Lease.

The Lessee shall maintain accurate and complete member information including names, mailing addresses, email addresses, and phone numbers of all members. Failure to maintain an accurate and complete list of club members may result in a default of this Lease and possible Lease cancellation. Weyerhaeuser is committed to managing its forestland on a sustainable basis for both timber production and other forest values such as wildlife habitat, water quality, and aesthetics. The foundation of this commitment is the Sustainable Forestry Initiative (SFI), a program managed by SFI, Inc. Compliance to this program makes it a requirement that all users of Weyerhaeuser's forestlands be committed to continuous improvement in the areas of sustainability, wildlife habitat diversity, water quality and aesthetics. Lessee must review the terms of this Lease very carefully and be prepared to comply with the requirements as herein set forth and agree to participate in Weyerhaeuser's commitment.

#### **LEASE TERMS AND CONDITIONS:**

**1. TERM.** The term of the Lease shall be for a period commencing on 6/1/2018, and ending on 5/31/2019, unless sooner terminated pursuant to the provisions of this Lease.

**2. LEASE AREA AND USE.** Weyerhaeuser grants this Lease to Lessee for the purpose of conducting hunting and sport fishing upon the Leased Property, subject to the terms and conditions herein. This Lease does not confer upon Lessee the right to conduct any other activities on the Leased Property, including but not limited to, commercial recreational developments or facilities, commercial camping activities, commercial fishing rights, non-hunting and fishing related vehicular activities, grazing rights, agricultural rights, or any rights to timber upon or minerals in or under said lands. Weyerhaeuser grants to Lessee only such rights to the Leased Property as Weyerhaeuser may have, and it is specifically agreed and understood that this Lease is without any warranty or representation whatsoever on the part of Weyerhaeuser, as to the title or suitability to the purpose for which the same is granted, or otherwise. Notwithstanding anything in this Lease to the contrary, Lessee shall have the right to inform and enlist the help of law enforcement with respect to any trespassing or other illegal activity on or around the Leased Property.

**3. MANAGEMENT ACTIVITIES.** Lessee acknowledges that Weyerhaeuser is managing the Leased Property as a timber plantation and/or for other purposes and that Weyerhaeuser's right to conduct any of its operations on the Leased Property shall at all times be superior to the rights herein leased. Weyerhaeuser, in its operations, may harvest timber, clear portions of, or all of said land, plant and cultivate timber thereon, construct roads, improve and/or develop the Leased Property for other purposes, and conduct any other activity necessary or convenient in its operations, without restriction and without any liability as to the effect that such operations may have upon the hunting and fishing rights granted herein. Lessee is aware that these operations may take place at any time during the term of this Lease, including hunting season. Also, if weather conditions, other conditions or silvicultural activities on the Leased Property are such that in the sole judgment of Weyerhaeuser, the exercise of the rights herein granted to Florida-2468 / Paul Hanson (2018/2019)



Lessee will present a hazard to those persons engaged in operational activities or a material fire hazard to the timber and trees on the Leased Property, then Lessee shall at Weyerhaeuser's request discontinue any activities on the Leased Property specified by Weyerhaeuser until such time as Weyerhaeuser shall advise that conditions have sufficiently improved to permit Lessee to resume said activities. No refunds or proration will be granted as a result of the foregoing. All authorized individuals and work crews performing duties for Weyerhaeuser, or its contractors, on such jobs as road maintenance, logging, planting, etc., shall be given free access to the Leased Property at all times to perform their duties. Lessee hereby agrees to not hunt in areas with active logging or other industrial forestry activities, nor shall Lessee impair, impede or interfere in any way with the conduct of such activities by Weyerhaeuser, or any of its contractors, including, without limitation, interference with log truck ingress/egress to the Leased Property. Failure to comply with this provision may result in immediate termination of this Lease.

**4. GOVERNING LAWS.** Lessee agrees to abide by and comply with any and all applicable local, state and federal laws and regulations pertaining to its activities on the Leased Property, including specifically the posting, game, fishing and trapping rules, environmental protection and control, and regulations and statutes of the state in which the Leased Property is located. Lessee shall be solely responsible for the conduct of Lessee's members and guests in connection with said hunting and fishing laws or regulations.

Furthermore, Lessee specifically agrees to comply with the provisions of the Federal Endangered Species Act, 16 U.S.C. Section 1531, et.seq., (as amended) and, prior to its sport hunting and sport fishing and related activities, to inspect the Leased Property for evidence of habitation by species of fish, wildlife and plants which may from time to time be listed as threatened or endangered as stated in Title 50, Part 17 of the Code of Federal Regulations (CFR). Lessee shall report to Weyerhaeuser the presence of, or any evidence of, habitation by any such threatened or endangered species. Lessee agrees to indemnify and save and hold Weyerhaeuser, its officers, agents and employees free and harmless from any and all liens, claims, costs, liability, fines, penalties and/or damages for or on account of any violation of the Endangered Species Act which is caused by or results in whole or in part from acts of commission, omission or negligence on the part of Lessee, its agents, employees or guests, arising or growing out of the exercise of the rights under, or the performance or malperformance or nonperformance of any part of Lessee's duties or activities under this Lease. Weyerhaeuser and Lessee agree that, should the presence of any threatened or endangered species or evidence of habitation thereof be found on any of the acreage subject to this Lease, Weyerhaeuser shall have the right to terminate (if so desired by Weyerhaeuser) this Lease on the affected acreage (as determined solely by Weyerhaeuser) and Lessee shall be reimbursed or excused from the payment, as the case may be, for the prorated portion of the Lease fees, as determined in good faith by Weyerhaeuser which relates to the affected acreage.

**5. ASSIGNMENT.** The hunting rights and privileges herein granted to Lessee are non-transferable, non-assignable, and shall not at any time be subleased. Selling daily or short term leases or hunts shall not be allowed.

**6. LIABILITY.** Lessee hereby agrees that hunting is an inherently dangerous activity and assumes all liability for any and all injuries or damages to persons or property or arising in any way from the exercise of rights granted under the Lease. It is understood and agreed that Weyerhaeuser assumes no responsibility or obligations for the safety of the persons covered by the Lease or their agents, employees or guests, including without limitation minor children. Lessee hereby assumes all such responsibility and liability.

All minors permitted by Lessee to hunt and fish on the Leased Property shall be under the direct supervision of one of their parents (or guardian) and when children are present on the Leased Property, the parents (or guardian) shall be fully responsible for their acts and safety.

Lessee, on behalf of itself and each member and/or guest of Lessee, agrees to indemnify, defend, and save and hold Weyerhaeuser, its affiliates, and all of their officers, agents, contractors, and employees (collectively, the "Indemnified Parties") free and harmless for, from, and against any and all liens, claims, loss, injury, costs, liability, demands, causes of action, and/or damages including any incidental and consequential expenses/damages incurred by the Indemnified Parties associated with or at all attributable to (directly or indirectly) any injury to or death of persons or damage to property (including but not in any way limited to Weyerhaeuser's property and costs and attorney fees incurred in defense), in whole or in part caused by, associated with, or in any way attributable to (directly or indirectly), the condition of the Leased Property and/or by acts of commission, omission or negligence on the part of the Lessee, its members, guests, agents or employees, (including trespass onto neighboring lands), arising or growing out of the exercise of the rights under, or the performance, malperformance or nonperformance of any part of the Lease, whether

such loss or liability is caused or contributed to by any act of the Indemnified Parties or by the condition of the Leased Property, including the conditions of any private roads, bridges, drainage structures, gates, or other infrastructure installed or maintained by any of the Indemnified Parties.

**7. INSURANCE.** Weyerhaeuser will, during the term of this Lease, purchase or cause to be issued comprehensive liability insurance. This policy will name Weyerhaeuser, and its subsidiaries, and Lessee as insureds. All the terms and provisions of the policy shall be as negotiated by Weyerhaeuser and the insurer. Lessee acknowledges that it does not, in executing this Lease, rely on any representation as to coverage or amount of any insurance that may be secured by Weyerhaeuser.

**8. ACCESS.** Lessee shall have permission to access the Leased Property at any and all times for the exercise of the rights herein granted. Lessee shall have the right to use existing roads over the Leased Property but shall not have the right to construct any additional roads, or modify, repair, or otherwise make any alterations to said existing roads, without the prior written consent of Weyerhaeuser. Weyerhaeuser does not warrant the condition of any roads, bridges or drainage structures on said land, nor does Weyerhaeuser agree to maintain any such roads, bridges or drainage structures in any particular condition. Lessee expressly acknowledges its independent duty before any use thereof, to inspect such roads, etc. and to determine the adequacy thereof for its intended use before using same.

Weyerhaeuser, its employees, licensees, agents, and contractors, reserves and shall have the unrestricted right of ingress to and egress from the Leased Property during the term of this Lease at any time and for any reason it may deem necessary or desirable, without violation of any of the rights granted herein.

**9. GATES.** Lessee agrees to construct and maintain gates, at its expense and using Weyerhaeuser's specifications, across any existing or future private Weyerhaeuser roads leading into the Leased Property, at the location(s) shown on the plats attached hereto and/or as designated by Weyerhaeuser's authorized representative. Gates shall be kept locked at all times using a multi-lock system that ensures Weyerhaeuser can always access the Leased Property by using the Weyerhaeuser lock located on the gate.

Lessee shall use only one (1) lock. Lessee is responsible for providing its lock. Any and all gates must be built according to regional gate specifications which are available from the local Weyerhaeuser authorized representative. At no time shall Lessee tamper with or remove Weyerhaeuser's lock. Removal of or tampering with Weyerhaeuser's lock shall be grounds for termination of this Lease. Upon expiration or termination of this Lease, the gates constructed by Lessee shall be left in place and shall become the property of Weyerhaeuser, at no cost to Weyerhaeuser. Lessee may not construct any gates without the prior written consent of Weyerhaeuser, which consent shall not be unreasonably withheld.

**10. POSTING.** Lessee must post the Leased Property in accordance with the laws of the applicable state and parish or county, but only insofar as said laws allow posting by the use of signs or no trespassing paint. Lessee is expressly prohibited from constructing any exterior or interior fences whatsoever on the Leased Property. Lessee shall under no circumstances paint or place signage over any white or other existing painted lines. Lessee shall bear all costs of posting whether by signs or no trespassing paint as indicated by above laws.

All signs used for posting shall be identified with the name of the Lessee. Posting signs may be affixed to wooden posts or non-merchantable hardwoods using only aluminum nails. Signs shall be removed from the Leased Property by the Lessee upon the termination or cancellation of this Lease. The Lessee shall not post any land that does not belong to Weyerhaeuser without permission from the landowner. Exceptions must have prior approval from the Weyerhaeuser authorized representative at the notice address identified above.

It is specifically understood and agreed that Weyerhaeuser shall have no obligation to prevent trespassing, including poaching, on the Leased Property, and anyone entering Weyerhaeuser property without permission from Weyerhaeuser or the Lessee will be considered trespassing. Weyerhaeuser assumes no responsibility for the acts of any third parties on or around the Leased Property.

**11. ENCUMBRANCES.** The Lease is made subject to any existing or future easements, servitudes, surface leases and other types of occupancy agreements that may affect the Leased Property and is also subject to any existing or future, gravel, mineral and other leases that may affect the Leased Property. Weyerhaeuser reserves the right to construct or to grant to others the right to construct roads, pipelines, power lines, ditches, canals, or any other

improvements which Weyerhaeuser deems advisable or necessary, and may execute all such instruments, including without limitation, rights of way and easements which it may deem necessary.

**12. RAILROAD RIGHT-OF-WAY.** There shall, specifically, be no hunting, driving, ATVs or food plots on any railroad or railroad right-of-way on the Leased Property.

**13. ASSET PROTECTION.** Lessee agrees that it shall not injure, damage and/or destroy any fences, gates, roads, drainage structures, livestock, timber, or other property of Weyerhaeuser and/or of others on the Leased Property and shall be responsible for and shall reimburse Weyerhaeuser and/or others for any damages which may occur as a result of its activities. Lessee agrees to promptly notify Weyerhaeuser of any injury or damage to the Leased Property.

Damage fees will be assessed to Lessee in the event that damage occurs through Lessee's use of the Leased Property in excess of normal expectations.

Lessee agrees that due care will be exercised to prevent forest fires on the Leased Property. Lessee will immediately notify the state forestry department and Weyerhaeuser of any fires that may occur on the Leased Property and will use its best efforts to safely extinguish any fires.

**14. CAMPING.** Some Regions will allow permanent campsites to be established during the Lease term. A Campsite Application Form must be submitted and approved. The form is located online at [www.wyrecreation.com](http://www.wyrecreation.com) Please review the application form for an explanation of expectations. Lessee is strictly prohibited from placing on the Leased Property any building or structure of a permanent nature. Installation of permanent sewage treatment systems of any kind, electric utility service, and waterlines are strictly prohibited without prior written approval by a Weyerhaeuser's authorized representative. Residency will not be permitted on Weyerhaeuser property or the Leased Property. The expense of the permanent campsite and/or its amenities, to be determined by Weyerhaeuser, will be added to the overall price of the current Lease.

Temporary campsites are also allowed in some areas with the prior written approval of Weyerhaeuser's authorized representative. Where allowed Lessee agrees that camping on the Leased Property shall be only of a temporary nature, defined as "pack in/pack out" and it being understood that Lessee is strictly prohibited from placing on the Leased Property any building or structure of a permanent nature. Temporary campsites shall be confined to existing locations or natural openings and shall be maintained in a neat and orderly manner and kept free of litter at all times. Lessee may be required to relocate temporary campsites if Weyerhaeuser deems the current location unsuitable or if a temporary campsite conflicts with current or anticipated forest operations.

Abandoned vehicles are not allowed to be left on Weyerhaeuser property. Weyerhaeuser reserves the right to remove any abandoned vehicles and charge Lessee for the full cost of removal.

It is understood and agreed that should Weyerhaeuser be levied any taxes for any item associated with a temporary or permanent campsite, the Lessee shall pay those assessed taxes.

**15. FOOD PLOTS.** Establishing food plots as a supplemental food source for wildlife is permitted by Weyerhaeuser under the following conditions and locations:

- Loading decks and/or skid trails;
- Natural openings or other areas outside our planted pine plantations or hardwood regeneration;
- Within established rights-of-way, abandoned well sites and roadsides as long as it does not conflict with right-of-way grantee's use; it is the Lessee's responsibility to gain permission from utility line and pipeline companies.
- Between rows in our established pine plantations.
- All food plot locations must be approved in writing by Weyerhaeuser's authorized representative.

Damage fees will be assessed for food plot violations in accordance with this Paragraph 15.

The following areas are strictly prohibited from the establishment of food plots:

- Within any existing roadbed;
- Any acres currently within pine plantations (unless previously approved in writing by Weyerhaeuser's authorized



representative);

- No trees shall be removed for the construction of food plots.

Weyerhaeuser reserves the right to use these areas to support timber operations, notwithstanding the presence or absence of food plots. Weyerhaeuser assumes no liability for damage to food plots caused by the company, its contractors, agents or assigns.

**16. WILDLIFE OPENINGS.** Some Weyerhaeuser regions may allow the construction of permanent wildlife openings to be established at the time of final harvest. A Wildlife Opening Application Form must be submitted and approved in writing by the Weyerhaeuser authorized representative. The form is located on the [www.wyrecreation.com](http://www.wyrecreation.com) website. The form will provide details of Weyerhaeuser's expectations pertaining to wildlife openings. Once established, the Lessee will be expected to maintain the wildlife opening until the surrounding plantation is final harvested again (typically 27 years). The expense of the wildlife opening, to be determined by Weyerhaeuser, will be added to the overall price of the current Lease. Rates for wildlife openings may vary from region to region.

**17. PERSONAL PROPERTY/STANDS.** Lessee shall construct no stands which cause damage to any tree species. Nails, spikes, lag bolts, cotton spindles, support cables or screw-in-steps are expressly prohibited. Construction of "tower stands" is permitted. Stands are not permitted between the ditch lines of any road, and must allow for road maintenance activities.

While stands and other personal property such as trail cameras, feeders, ground blinds, etc., may be left in the woods, Weyerhaeuser strongly encourages their removal when not in use. Weyerhaeuser assumes no liability for damage to stands or other personal property of any kind caused by Weyerhaeuser, its contractors, agents, or assigns. The safety of other hunters and adjacent landowners is critical in the placement of stands and other personal property.

**18. ROADS AND ENVIRONMENTAL STEWARDSHIP.** Lessee hereby agrees not to remove water bars or earthen mounds used to control water drainage on temporary roads. These structures are installed to prevent damage to water quality by unwanted erosion. Crossing of the structures is prohibited when crossing the structure causes damage to the structure yielding it nonfunctional. Lessee will be liable for damages caused by the damage to or removal of such structures. Large berms installed to close roads cannot be removed. Unapproved use of large road equipment such as dozers and graders to work on Weyerhaeuser roads is prohibited.

Lessee agrees that all vehicular travel on or across the Leased Property shall be limited to the established roads located thereon and that such vehicular travel is expressly prohibited in, on, over, or across areas on which young timber stands have been established. The use of highway vehicles or all-terrain vehicles in wet weather, resulting in rutting of roads, is expressly prohibited.

Lessee agrees not to engage in any activities which may degrade the water quality. This includes using forested buffers along streams or waterways for ATV trails, filling in streams or waterways for crossings and any cutting trees or bushes within forested buffers for any purpose.

**19. DUMPING.** Lessee agrees that it shall not commit, authorize or permit the dumping of garbage, trash, refuse, animal carcasses and entrails, and hazardous waste on the Leased Property and insofar as it is able, will watch the Leased Property for unauthorized dumping and trespass and shall give Weyerhaeuser immediate notice of any dumping, trespass or other depredations committed thereon by anyone.

Weyerhaeuser may require the Lessee to remove all refuse existing on the Leased Property as of the date of the Lease. Lessee shall not be responsible for the removal of refuse not dumped by Lessee that cannot be legally disposed of at the disposal area operated by the county in which the tract is located or the disposal of which would involve unusual consideration or other disposal fees ("Nondisposable Refuse"). Lessee shall immediately notify Weyerhaeuser of the existence of such Nondisposable Refuse.

**20. ATVs.** All-Terrain Vehicles (ATVs) may be used only as necessary on the Leased Property for transportation in connection with the ordinary hunting and fishing activities and shall not be used for competitive or other recreational activities. Damage to the Leased Property from the use of ATVs may result in the elimination of ATVs from the Leased Property and potential termination of the Lease.



**21. HUNTING DOGS.** The use of dogs for hunting deer, bear, feral swine, coyote, fox and bobcat, and training of dogs for these species, is prohibited on the Leased Property unless these privileges are specifically provided as a special provision (stated in paragraph 28) to this Lease (if applicable) or unless a Special Use Permit is granted by Weyerhaeuser in its sole discretion. Hunting dogs may be used for small game, upland game birds, or waterfowl. Hunting dogs or other animals used in connection with the activities allowed under this Lease are allowed on the Leased Property but must be accompanied and supervised by Lessee at all times. Lessee assumes all responsibility and liability for animals brought onto the Leased Property by Lessee or its members or guests. Pens to contain dogs shall not be constructed on Weyerhaeuser property or the Leased Property unless enrolled in the permanent campsite program. No dogs may be permanently penned on the Leased Property.

**22. INTRODUCTION OR RELEASE OF SPECIES.** The Lessee shall not introduce or release feral hogs or any other native, non-native, domestic or exotic species on the Leased Property without the prior written permission of Weyerhaeuser's authorized representative. This prohibition applies to both animal and plant species.

**23. CONDUCT.** The parties hereto, in the exercise of their respective rights, hereby agree to cooperate with each other and any other party or parties having or who may acquire rights in the subject lands, so that all parties involved may exercise their respective rights in said lands without undue interference from any other party. Lessee agrees that it, and its guests, shall not conduct any hunting activities in the vicinity of any logging or other operations on said land that could in any way endanger any person performing said operations. Lessee and its guests are expected to respect adjoining landowners and neighbor's rights to enjoy their property. Lessee understands that it and its guests are expected to allow neighbors and adjoining landowners to enjoy their property, safely, and free from harassment. Failure to respect adjoining landowners and neighbor's rights may result in denial of certain access points, penalty fees, damage fees, increased Lease rates, suspension of the Lease, or Lease termination.

Weyerhaeuser expects Lessee to resolve internal and external issues on its own. This must be done in a peaceful, legal manner and with respectful behavior. Any unresolved EXTERNAL issues will be brought to the attention of Weyerhaeuser as soon as possible.

In addition to all other safety, rules, guidelines, and the like set forth in this lease, all members and guests will faithfully practice the **10 Commandments of Gun Safety**:

1. Treat every gun as if it were loaded.
2. Watch your muzzle.
3. Keep guns unloaded unless in use.
4. Be sure the barrel is clear of obstructions.
5. Be sure of your target and what is behind the target before you pull the trigger.
6. Never point a gun at anything you do not want to shoot.
7. Never climb a tree or fence or jump a ditch with a loaded gun. Never pull a gun toward you by the muzzle.
8. Never shoot a bullet at a flat, hard surface or at water.
9. Store guns and ammunition separately and beyond the reach of children.
10. Do not hunt or shoot when under the influence of alcohol or other drugs.

**24. ARCHEOLOGICAL SITES.** Lessee shall ensure that no archaeological sites or objects of antiquity on the Leased Property are disturbed, altered, damaged or vandalized by any means, including but not limited to digging, probing or deliberately plowing or cultivating such sites for the express purpose of exposing artifacts or archaeological sites or other objects of antiquity. Lessee will ensure that no state or federal laws pertaining to cultural resources and/or human burials on the Leased Property are violated. Willful violation or disregard of such laws by the Lessee will result in immediate termination of the Lease.

**25. PAYMENT.** Payment of the Lease Fee shall be made in accordance with the Payment Schedule set forth above. REFUNDS FOR PAYMENT OVERAGES AND/OR ANY OTHER REFUNDS OWED TO LESSEE FOR AMOUNTS LESS THAN TWENTY DOLLARS (\$20.00) WILL BE RETAINED BY WEYERHAEUSER AS AN ADMINISTRATIVE FEE AND SHALL NOT BE REFUNDED TO LESSEE. In addition to any other remedies set forth herein or available under applicable laws, the unpaid Lease will be considered not leased and available to the public

for leasing. Weyerhaeuser reserves the right to immediately lease any land for which the Lease Fee has not been received by its due date.

**26. LEASE TERMINATION.** Weyerhaeuser is under no obligation to renew the Lease and any renewals shall be solely at the option of Weyerhaeuser.

a. **TERMINATION WITHOUT CAUSE.** Weyerhaeuser reserves the right to cancel the Lease at any time should it so elect, with at least ten (10) days written notice to the Lessee, even though Lessee has complied with its terms. It is understood and agreed that if Weyerhaeuser elects to cancel the Lease, notice either in writing or by email to the Lessee will be sufficient. Lessee shall have no right to terminate this Lease. Lessee shall have no right to a refund of any portion of the Lease fee except as expressly set forth in this Section 26.

b. **LAND SALES** - Lessee acknowledges that during the term of the Lease Weyerhaeuser may, without notice to Lessee, sell or convey to a third party all or part of the Leased Property. Lessee agrees that in the event of such sale or conveyance the Lease shall immediately terminate unless Weyerhaeuser, at its option, elects to assign the Lease to the new owner of the Leased Property. Should Weyerhaeuser elect not to assign the Lease and it terminates pursuant to the provisions of this paragraph, Weyerhaeuser shall return to Lessee a prorated amount of the consideration paid.

If Weyerhaeuser terminates this Lease pursuant to Subsections 26(a) or 26(b) above then the following refunds will apply:

<u>Date of Termination</u>	<u>Amount of Refund</u>
Prior to Hunting Season	Full Refund
During Hunting Season	Pro-rata Refund based on percentage of lease term remaining
After Hunting Season	No Refund
For purposes of this Lease, Hunting Season is defined as the period between the first day of deer season (firearm season) and the last day of turkey season in the applicable jurisdiction.	

c. **VIOLATIONS** - Lessee signature and acceptance of the Lease constitute acknowledgment that any violation of the terms and conditions of the Lease or failure to comply in good faith with the provisions contained herein are grounds for termination of the Lease. Weyerhaeuser, at its option, may immediately terminate the Lease by notice either in writing or by email to Lessee. Lessee also agrees that it shall be responsible for and shall reimburse Weyerhaeuser for any damages or losses suffered by Weyerhaeuser as a result of any such violation. It is agreed that should Lessee breach any of the terms of the Lease Weyerhaeuser shall have the right to retain all sums paid on account hereunder as liquidated damages and as a penalty for violating the terms of the Lease. No refunds will be issued after hunting season has expired.

d. **FAILURE TO PAY LEASE FEES** - Lessee acknowledges that should Lessee fail to pay the lease fees when due, Weyerhaeuser, at its option, may immediately terminate the Lease by notice to Lessee either in writing or by email. In the event that Weyerhaeuser files suit for the collection of payments due under the Lease or for the enforcement of rights or remedies granted to Weyerhaeuser under the Lease, Lessee agrees to pay Weyerhaeuser's attorney fees and costs in connection therewith.

Lessee further agrees, within twenty-one (21) days thereafter, to remove from the Leased Property all equipment and other property of Lessee (unless otherwise stated) located or placed on the Leased Property pursuant hereto and to restore the Leased Property to a condition free and clean of any contamination or hazardous substances, waste, debris or any other foreign material, all in strict accordance with all applicable laws, rules and regulations respecting health, safety and the protection of lives, including sanitary laws of the local, state, and federal governments then in effect. In the event Lessee fails to remove from the Leased Property the equipment and all other property located or placed on the Leased Property, then at Weyerhaeuser's election and upon written notice to Lessee, Weyerhaeuser will take the necessary means to restore the land to its original condition and shall forward a statement for all costs incurred by Weyerhaeuser to Lessee and Lessee shall remit the full amount to Weyerhaeuser within thirty (30) days of said notice.

Upon expiration or termination of the Lease, all rights granted shall cease and Lessee shall surrender unto Florida-2468 / Paul Hanson (2018/2019)

Weyerhaeuser possession of the Leased Property.

### **OTHER PROVISIONS**

**27. MISCELLANEOUS PROVISIONS:** In addition to the Terms and Conditions set forth in Sections 1 – 26 herein, Lessee acknowledges and agrees to be bound by the general terms, Payment Schedule, and any special conditions set forth on pages one or two of this Lease.

27.1 Lessee shall not be considered the agent or employee of Weyerhaeuser and at no time shall the members or guests of Lessee hold themselves out or represent themselves to be agents or employees of Weyerhaeuser.

27.2 Being under the influence of, bringing in, possessing, providing, manufacturing, or other production of, buying, selling or using unauthorized drugs or controlled substances on the Leased Property is strictly prohibited.

27.3 If any provision of this Lease (other than those relating to the Lease Fee) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

27.4 This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein. Any amendments to this Lease must be in writing and executed by both the Weyerhaeuser and Lessee.

27.5 Lessee and Weyerhaeuser agree that any dispute arising out of or related to this Lease is personal to Lessee and Weyerhaeuser and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

**Arbitration of disputes.** For any applicable dispute or claim that Lessee has against Weyerhaeuser or relating in any way to this Lease, Lessee agrees to first contact Weyerhaeuser and attempt to resolve the claim informally by sending a written notice of Lessee's claim to Weyerhaeuser (the "**Notice**"). The Notice must (a) include Lessee's name; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. If Lessee and Weyerhaeuser cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by JAMS. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one (1) arbitrator. Arbitration proceedings will be held in the county in which the capital of the State in which the Leased Area is located, in accordance with the JAMS Streamlined Arbitration Rules and Procedures ("**JAMS Rules**"). The most recent version of the JAMS Rules are available at <https://www.jamsadr.com/rules-streamlined-arbitration/> and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and any claim that the JAMS Rules are unfair or should not apply for any reason.

**28. SPECIAL PROVISIONS:**

None.

*[signatures appear on following page]*

The undersigned acknowledges, accepts and agrees to be bound by all the terms and conditions of this Lease, individually as Lessee and as the designated representative of the club identified herein.

LESSEE: PINEY BAY HUNT CLUB

(Sign here if INDIVIDUAL lessee):

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Sign here if DESIGNATED REPRESENTATIVE OF CLUB):

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

WEYERHAEUSER NR COMPANY

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Paul Hanson  
Print Name

Title: Lease Manager





**HUNTING/RECREATIONAL LEASE**

**WEYERHAEUSER COMPANY**, hereinafter called "Weyerhaeuser" with a notice address of 14410 Seneca Trail North Lewisburg, WV 24901 and in consideration of the Lease Fee, and subject to the terms and conditions set forth below, hereby grants to the **TRI COUNTY RABBIT RUNNERS** identified below (hereinafter "Lessee") the exclusive right and privilege to hunt and fish for all legal types and species of game fish, game birds, and game animals within the boundaries of the land delineated on the attached Exhibit A (hereinafter the "Leased Property"). This hunting lease agreement (hereinafter the "Lease") is entered into this 7 day of April 2019 .

**LESSEE:**

**Designated Representative: ALBERT STARLING**  
**Address: P.O. BOX 35 GLEN ST. MARY FL 32040**  
**Lessee: TRI COUNTY RABBIT RUNNERS**  
**Lease Name #: FL-3198**

**SUMMARY OF LEASED AREA:**

See attached Exhibit A  
Approximate Acres: 2315.03

**INVOICE / PAYMENT SCHEDULE**

Club Name: TRI COUNTY RABBIT RUNNERS

Lease / Invoice Number	Acres		EARLY DISCOUNT AMOUNT if paid in full and postmarked by 5/15/2019	FULL AMOUNT (No Discount) (or 2 equal installments) if postmarked after 5/15/2019
FL-3198	2,315.03			
		Base Rental Fee:	\$19,032.74	\$19,619.18
<b>AMENITIES</b>				
Camp site			\$0.00	\$0.00
Foodplot			\$515.00	\$515.00
		Amenity Subtotal:	\$515.00	\$515.00
Administrative Fee			\$0.00	\$0.00
		Total if paid by Credit Card:	\$19,547.74	\$20,134.18
		Total if paid by Paper Check:	\$19,003.39	\$19,572.75
		<b>BEST VALUE Total if paid by EFT:</b>	<b>\$18,978.39</b>	<b>\$19,547.75</b>

**Please send payment to:**

Weyerhaeuser Company  
Hunt Club Lockbox  
P O Box 203149  
Dallas, TX 75320-3149

**Payments must be received at our office by 5/31/2019 or your lease will be cancelled.**  
*Overnight shipping may be necessary to ensure timely arrival.*

The FULL AMOUNT (non-discounted) Grand Total may be paid by Electronic Funds Transfer (e.g. wire or ACH) in two equal installments as follows:

- a. First installment of 50 % due on the **15th day of May, 2019**; and
- b. Second installment of 50 % due on the **15th day of July, 2019**.

**The installment payment option is only available for CREDIT CARD OR ELECTRONIC FUNDS TRANSFERS.**

In the event that LESSEE notifies Weyerhaeuser in writing of its intention to terminate this Lease prior to June 1, 2019 [beginning of the lease term]; Weyerhaeuser shall refund the first installment in full to LESSEE. Failure to so notify Weyerhaeuser of non-renewal prior to June 1, 2019 and failure to pay the second installment by July 15, 2019 will constitute a default under this Lease. Such default will result in forfeiture of 30% of the first installment payment and automatically void this Lease with no further obligation by the Weyerhaeuser to follow up with the LESSEE. Weyerhaeuser and LESSEE agree that such amount is a reasonable amount for liquidated damages sustained by Weyerhaeuser upon default of LESSEE because of the uncertainty in ascertaining actual damages.

The above listed Designated Representative is designated as the representative of the Lessee authorized to communicate with Weyerhaeuser and conduct all business necessary to exercise the club privileges under this Lease. The designated representative is accountable to Weyerhaeuser for compliance of all the club members and guests with the terms and conditions of this Lease. Any notice communicated by Weyerhaeuser to the designated representative shall be deemed to be notice to all members of the club. The Designated Representative shall have no rights above and beyond those of the club members with respect to this Lease.

The Lessee shall maintain accurate and complete member information including names, mailing addresses, email addresses, and phone numbers of all members. Failure to maintain an accurate and complete list of club members may result in a default of this Lease and possible Lease cancellation. Weyerhaeuser is committed to managing its forestland on a sustainable basis for both timber production and other forest values such as wildlife habitat, water quality, and aesthetics. The foundation of this commitment is the Sustainable Forestry Initiative (SFI), a program managed by SFI, Inc. Compliance to this program makes it a requirement that all users of Weyerhaeuser's forestlands be committed to continuous improvement in the areas of sustainability, wildlife habitat diversity, water quality and aesthetics. Lessee must review the terms of this Lease very carefully and be prepared to comply with the requirements as herein set forth and agree to participate in Weyerhaeuser's commitment.

#### **LEASE TERMS AND CONDITIONS:**

**1. TERM.** The term of the Lease shall be for a period commencing on 6/1/2019, and ending on 5/31/2020, unless sooner terminated pursuant to the provisions of this Lease.

**2. LEASE AREA AND USE.** Weyerhaeuser grants this Lease to Lessee for the purpose of conducting hunting and sport fishing upon the Leased Property, subject to the terms and conditions herein. This Lease does not confer upon Lessee the right to conduct any other activities on the Leased Property, including but not limited to, commercial recreational developments or facilities, commercial camping activities, commercial fishing rights, non-hunting and fishing related vehicular activities, grazing rights, agricultural rights, or any rights to timber upon or minerals in or under said lands. Weyerhaeuser grants to Lessee only such rights to the Leased Property as Weyerhaeuser may have, and it is specifically agreed and understood that this Lease is without any warranty or representation whatsoever on the part of Weyerhaeuser, as to the title or suitability to the purpose for which the same is granted, or otherwise. Notwithstanding anything in this Lease to the contrary, Lessee shall have the right to inform and enlist the help of law enforcement with respect to any trespassing or other illegal activity on or around the Leased Property.

**3. MANAGEMENT ACTIVITIES.** Lessee acknowledges that Weyerhaeuser is managing the Leased Property as a timber plantation and/or for other purposes and that Weyerhaeuser's right to conduct any of its operations on the Leased Property shall at all times be superior to the rights herein leased. Weyerhaeuser, in its operations, may harvest timber, clear portions of, or all of said land, plant and cultivate timber thereon, construct roads, improve and/or develop the Leased Property for other purposes, and conduct any other activity necessary or convenient in its operations, without restriction and without any liability as to the effect that such operations may have upon the hunting and fishing rights granted herein. Lessee is aware that these operations may take place at any time during the term of this Lease, including hunting season. Also, if weather conditions, other conditions or silvicultural activities on the Leased Property are such that in the sole judgment of Weyerhaeuser, the exercise of the rights herein granted to

Lessee will present a hazard to those persons engaged in operational activities or a material fire hazard to the timber and trees on the Leased Property, then Lessee shall at Weyerhaeuser's request discontinue any activities on the Leased Property specified by Weyerhaeuser until such time as Weyerhaeuser shall advise that conditions have sufficiently improved to permit Lessee to resume said activities. No refunds or proration will be granted as a result of the foregoing. All authorized individuals and work crews performing duties for Weyerhaeuser, or its contractors, on such jobs as road maintenance, logging, planting, etc., shall be given free access to the Leased Property at all times to perform their duties. Lessee hereby agrees to not hunt in areas with active logging or other industrial forestry activities, nor shall Lessee impair, impede or interfere in any way with the conduct of such activities by Weyerhaeuser, or any of its contractors, including, without limitation, interference with log truck ingress/egress to the Leased Property. Failure to comply with this provision may result in immediate termination of this Lease.

**4. GOVERNING LAWS.** Lessee agrees to abide by and comply with any and all applicable local, state and federal laws and regulations pertaining to its activities on the Leased Property, including specifically the posting, game, fishing and trapping rules, environmental protection and control, and regulations and statutes of the state in which the Leased Property is located. Lessee shall be solely responsible for the conduct of Lessee's members and guests in connection with said hunting and fishing laws or regulations.

Furthermore, Lessee specifically agrees to comply with the provisions of the Federal Endangered Species Act, 16 U.S.C. Section 1531, et.seq., (as amended) and, prior to its sport hunting and sport fishing and related activities, to inspect the Leased Property for evidence of habitation by species of fish, wildlife and plants which may from time to time be listed as threatened or endangered as stated in Title 50, Part 17 of the Code of Federal Regulations (CFR). Lessee shall report to Weyerhaeuser the presence of, or any evidence of, habitation by any such threatened or endangered species. Lessee agrees to indemnify and save and hold Weyerhaeuser, its officers, agents and employees free and harmless from any and all liens, claims, costs, liability, fines, penalties and/or damages for or on account of any violation of the Endangered Species Act which is caused by or results in whole or in part from acts of commission, omission or negligence on the part of Lessee, its agents, employees or guests, arising or growing out of the exercise of the rights under, or the performance or malperformance or nonperformance of any part of Lessee's duties or activities under this Lease. Weyerhaeuser and Lessee agree that, should the presence of any threatened or endangered species or evidence of habitation thereof be found on any of the acreage subject to this Lease, Weyerhaeuser shall have the right to terminate (if so desired by Weyerhaeuser) this Lease on the affected acreage (as determined solely by Weyerhaeuser) and Lessee shall be reimbursed or excused from the payment, as the case may be, for the prorated portion of the Lease fees, as determined in good faith by Weyerhaeuser which relates to the affected acreage.

**5. ASSIGNMENT.** The hunting rights and privileges herein granted to Lessee are non-transferable, non-assignable, and shall not at any time be subleased. Selling daily or short term leases or hunts shall not be allowed.

**6. LIABILITY.** Lessee hereby agrees that hunting is an inherently dangerous activity and assumes all liability for any and all injuries or damages to persons or property or arising in any way from the exercise of rights granted under the Lease. It is understood and agreed that Weyerhaeuser assumes no responsibility or obligations for the safety of the persons covered by the Lease or their agents, employees or guests, including without limitation minor children. Lessee hereby assumes all such responsibility and liability.

All minors permitted by Lessee to hunt and fish on the Leased Property shall be under the direct supervision of one of their parents (or guardian) and when children are present on the Leased Property, the parents (or guardian) shall be fully responsible for their acts and safety.

Lessee, on behalf of itself and each member and/or guest of Lessee, agrees to indemnify, defend, and save and hold Weyerhaeuser, its affiliates, and all of their officers, agents, contractors, and employees (collectively, the "Indemnified Parties") free and harmless for, from, and against any and all liens, claims, loss, injury, costs, liability, demands, causes of action, and/or damages including any incidental and consequential expenses/damages incurred by the Indemnified Parties associated with or at all attributable to (directly or indirectly) any injury to or death of persons or damage to property (including but not in any way limited to Weyerhaeuser's property and costs and attorney fees incurred in defense), in whole or in part caused by, associated with, or in any way attributable to (directly or indirectly), the condition of the Leased Property and/or by acts of commission, omission or negligence on the part of the Lessee, its members, guests, agents or employees, (including trespass onto neighboring lands), arising or growing out of the exercise of the rights under, or the performance, malperformance or nonperformance of any part of the Lease, whether



such loss or liability is caused or contributed to by any act of the Indemnified Parties or by the condition of the Leased Property, including the conditions of any private roads, bridges, drainage structures, gates, or other infrastructure installed or maintained by any of the Indemnified Parties.

**7. INSURANCE.** Weyerhaeuser will, during the term of this Lease, purchase or cause to be issued comprehensive liability insurance. This policy will name Weyerhaeuser, and its subsidiaries, and Lessee as insureds. All the terms and provisions of the policy shall be as negotiated by Weyerhaeuser and the insurer. Lessee acknowledges that it does not, in executing this Lease, rely on any representation as to coverage or amount of any insurance that may be secured by Weyerhaeuser.

**8. ACCESS.** Lessee shall have permission to access the Leased Property at any and all times for the exercise of the rights herein granted. Lessee shall have the right to use existing roads over the Leased Property but shall not have the right to construct any additional roads, or modify, repair, or otherwise make any alterations to said existing roads, without the prior written consent of Weyerhaeuser. Weyerhaeuser does not warrant the condition of any roads, bridges or drainage structures on said land, nor does Weyerhaeuser agree to maintain any such roads, bridges or drainage structures in any particular condition. Lessee expressly acknowledges its independent duty before any use thereof, to inspect such roads, etc. and to determine the adequacy thereof for its intended use before using same.

Weyerhaeuser, its employees, licensees, agents, and contractors, reserves and shall have the unrestricted right of ingress to and egress from the Leased Property during the term of this Lease at any time and for any reason it may deem necessary or desirable, without violation of any of the rights granted herein.

**9. GATES.** Lessee agrees to construct and maintain gates, at its expense and using Weyerhaeuser's specifications, across any existing or future private Weyerhaeuser roads leading into the Leased Property, at the location(s) shown on the plats attached hereto and/or as designated by Weyerhaeuser's authorized representative. Gates shall be kept locked at all times using a multi-lock system that ensures Weyerhaeuser can always access the Leased Property by using the Weyerhaeuser lock located on the gate.

Lessee shall use only one (1) lock. Lessee is responsible for providing its lock. Any and all gates must be built according to regional gate specifications which are available from the local Weyerhaeuser authorized representative. At no time shall Lessee tamper with or remove Weyerhaeuser's lock. Removal of or tampering with Weyerhaeuser's lock shall be grounds for termination of this Lease. Upon expiration or termination of this Lease, the gates constructed by Lessee shall be left in place and shall become the property of Weyerhaeuser, at no cost to Weyerhaeuser. Lessee may not construct any gates without the prior written consent of Weyerhaeuser, which consent shall not be unreasonably withheld.

**10. POSTING.** Lessee must post the Leased Property in accordance with the laws of the applicable state and parish or county, but only insofar as said laws allow posting by the use of signs or no trespassing paint. Lessee is expressly prohibited from constructing any exterior or interior fences whatsoever on the Leased Property. Lessee shall under no circumstances paint or place signage over any white or other existing painted lines. Lessee shall bear all costs of posting whether by signs or no trespassing paint as indicated by above laws.

All signs used for posting shall be identified with the name of the Lessee. Posting signs may be affixed to wooden posts or non-merchantable hardwoods using only aluminum nails. Signs shall be removed from the Leased Property by the Lessee upon the termination or cancellation of this Lease. The Lessee shall not post any land that does not belong to Weyerhaeuser without permission from the landowner. Exceptions must have prior approval from the Weyerhaeuser authorized representative at the notice address identified above.

It is specifically understood and agreed that Weyerhaeuser shall have no obligation to prevent trespassing, including poaching, on the Leased Property, and anyone entering Weyerhaeuser property without permission from Weyerhaeuser or the Lessee will be considered trespassing. Weyerhaeuser assumes no responsibility for the acts of any third parties on or around the Leased Property.

**11. ENCUMBRANCES.** The Lease is made subject to any existing or future easements, servitudes, surface leases and other types of occupancy agreements that may affect the Leased Property and is also subject to any existing or future, gravel, mineral and other leases that may affect the Leased Property. Weyerhaeuser reserves the right to construct or to grant to others the right to construct roads, pipelines, power lines, ditches, canals, or any other

improvements which Weyerhaeuser deems advisable or necessary, and may execute all such instruments, including without limitation, rights of way and easements which it may deem necessary.

**12. RAILROAD RIGHT-OF-WAY.** There shall, specifically, be no hunting, driving, ATVs or food plots on any railroad or railroad right-of-way on the Leased Property.

**13. ASSET PROTECTION.** Lessee agrees that it shall not injure, damage and/or destroy any fences, gates, roads, drainage structures, livestock, timber, or other property of Weyerhaeuser and/or of others on the Leased Property and shall be responsible for and shall reimburse Weyerhaeuser and/or others for any damages which may occur as a result of its activities. Lessee agrees to promptly notify Weyerhaeuser of any injury or damage to the Leased Property.

Damage fees will be assessed to Lessee in the event that damage occurs through Lessee's use of the Leased Property in excess of normal expectations.

Lessee agrees that due care will be exercised to prevent forest fires on the Leased Property. Lessee will immediately notify the state forestry department and Weyerhaeuser of any fires that may occur on the Leased Property and will use its best efforts to safely extinguish any fires.

**14. CAMPING.** Some Regions will allow permanent campsites to be established during the Lease term. A Campsite Application Form must be submitted and approved. The form is located online at [www.wyrecreation.com](http://www.wyrecreation.com) Please review the application form for an explanation of expectations. Lessee is strictly prohibited from placing on the Leased Property any building or structure of a permanent nature. Installation of permanent sewage treatment systems of any kind, electric utility service, and waterlines are strictly prohibited without prior written approval by a Weyerhaeuser's authorized representative. Residency will not be permitted on Weyerhaeuser property or the Leased Property. The expense of the permanent campsite and/or its amenities, to be determined by Weyerhaeuser, will be added to the overall price of the current Lease.

Temporary campsites are also allowed in some areas with the prior written approval of Weyerhaeuser's authorized representative. Where allowed Lessee agrees that camping on the Leased Property shall be only of a temporary nature, defined as "pack in/pack out" and it being understood that Lessee is strictly prohibited from placing on the Leased Property any building or structure of a permanent nature. Temporary campsites shall be confined to existing locations or natural openings and shall be maintained in a neat and orderly manner and kept free of litter at all times. Lessee may be required to relocate temporary campsites if Weyerhaeuser deems the current location unsuitable or if a temporary campsite conflicts with current or anticipated forest operations.

Abandoned vehicles are not allowed to be left on Weyerhaeuser property. Weyerhaeuser reserves the right to remove any abandoned vehicles and charge Lessee for the full cost of removal.

It is understood and agreed that should Weyerhaeuser be levied any taxes for any item associated with a temporary or permanent campsite, the Lessee shall pay those assessed taxes.

**15. FOOD PLOTS.** Establishing food plots as a supplemental food source for wildlife is permitted by Weyerhaeuser under the following conditions and locations:

- Loading decks and/or skid trails;
- Natural openings or other areas outside our planted pine plantations or hardwood regeneration;
- Within established rights-of-way, abandoned well sites and roadsides as long as it does not conflict with right-of-way grantee's use; it is the Lessee's responsibility to gain permission from utility line and pipeline companies.
- Between rows in our established pine plantations.
- All food plot locations must be approved in writing by Weyerhaeuser's authorized representative.

Damage fees will be assessed for food plot violations in accordance with this Paragraph 15.

The following areas are strictly prohibited from the establishment of food plots:

- Within any existing roadbed;
- Any acres currently within pine plantations (unless previously approved in writing by Weyerhaeuser's authorized

representative);

- No trees shall be removed for the construction of food plots.

Weyerhaeuser reserves the right to use these areas to support timber operations, notwithstanding the presence or absence of food plots. Weyerhaeuser assumes no liability for damage to food plots caused by the company, its contractors, agents or assigns.

**16. PROTECTED FOOD PLOTS.** Some Weyerhaeuser regions may allow the construction of permanent food plots to be established at the time of final harvest. A protected food plot Application Form must be submitted and approved in writing by the Weyerhaeuser authorized representative. The form is located on the [www.wyrecreation.com](http://www.wyrecreation.com) website. The form will provide details of Weyerhaeuser's expectations pertaining to food plots. Once established, the Lessee will be expected to maintain the protected food plot until the surrounding plantation is final harvested again (typically 27 years). The expense of the protected food plot, to be determined by Weyerhaeuser, will be added to the overall price of the current Lease. Rates for protected food plots may vary from region to region.

**17. PERSONAL PROPERTY/STANDS.** Lessee shall construct no stands which cause damage to any tree species. Nails, spikes, lag bolts, cotton spindles, support cables or screw-in-steps are expressly prohibited. Construction of "tower stands" is permitted. Stands are not permitted between the ditch lines of any road, and must allow for road maintenance activities.

While stands and other personal property such as trail cameras, feeders, ground blinds, etc., may be left in the woods, Weyerhaeuser strongly encourages their removal when not in use. Weyerhaeuser assumes no liability for damage to stands or other personal property of any kind caused by Weyerhaeuser, its contractors, agents, or assigns. The safety of other hunters and adjacent landowners is critical in the placement of stands and other personal property.

**18. ROADS AND ENVIRONMENTAL STEWARDSHIP.** Lessee hereby agrees not to remove water bars or earthen mounds used to control water drainage on temporary roads. These structures are installed to prevent damage to water quality by unwanted erosion. Crossing of the structures is prohibited when crossing the structure causes damage to the structure yielding it nonfunctional. Lessee will be liable for damages caused by the damage to or removal of such structures. Large berms installed to close roads cannot be removed. Unapproved use of large road equipment such as dozers and graders to work on Weyerhaeuser roads is prohibited.

Lessee agrees that all vehicular travel on or across the Leased Property shall be limited to the established roads located thereon and that such vehicular travel is expressly prohibited in, on, over, or across areas on which young timber stands have been established. The use of highway vehicles or all-terrain vehicles in wet weather, resulting in rutting of roads, is expressly prohibited.

Lessee agrees not to engage in any activities which may degrade the water quality. This includes using forested buffers along streams or waterways for ATV trails, filling in streams or waterways for crossings and any cutting trees or bushes within forested buffers for any purpose.

**19. DUMPING.** Lessee agrees that it shall not commit, authorize or permit the dumping of garbage, trash, refuse, animal carcasses and entrails, and hazardous waste on the Leased Property and insofar as it is able, will watch the Leased Property for unauthorized dumping and trespass and shall give Weyerhaeuser immediate notice of any dumping, trespass or other depredations committed thereon by anyone.

Weyerhaeuser may require the Lessee to remove all refuse existing on the Leased Property as of the date of the Lease. Lessee shall not be responsible for the removal of refuse not dumped by Lessee that cannot be legally disposed of at the disposal area operated by the county in which the tract is located or the disposal of which would involve unusual consideration or other disposal fees ("Nondisposable Refuse"). Lessee shall immediately notify Weyerhaeuser of the existence of such Nondisposable Refuse.

**20. ATVs.** All-Terrain Vehicles (ATVs) may be used only as necessary on the Leased Property for transportation in connection with the ordinary hunting and fishing activities and shall not be used for competitive or other recreational activities. Damage to the Leased Property from the use of ATVs may result in the elimination of ATVs from the Leased Property and potential termination of the Lease.



**21. HUNTING DOGS.** The use of dogs for hunting deer, bear, feral swine, coyote, fox and bobcat, and training of dogs for these species, is prohibited on the Leased Property unless these privileges are specifically provided as a special provision (stated in paragraph 28) to this Lease (if applicable) or unless a Special Use Permit is granted by Weyerhaeuser in its sole discretion. Hunting dogs may be used for small game, upland game birds, or waterfowl. Hunting dogs or other animals used in connection with the activities allowed under this Lease are allowed on the Leased Property but must be accompanied and supervised by Lessee at all times. Lessee assumes all responsibility and liability for animals brought onto the Leased Property by Lessee or its members or guests. Pens to contain dogs shall not be constructed on Weyerhaeuser property or the Leased Property unless enrolled in the permanent campsite program. No dogs may be permanently penned on the Leased Property.

**22. INTRODUCTION OR RELEASE OF SPECIES.** The Lessee shall not introduce or release feral hogs or any other native, non-native, domestic or exotic species on the Leased Property without the prior written permission of Weyerhaeuser's authorized representative. This prohibition applies to both animal and plant species.

**23. CONDUCT.** The parties hereto, in the exercise of their respective rights, hereby agree to cooperate with each other and any other party or parties having or who may acquire rights in the subject lands, so that all parties involved may exercise their respective rights in said lands without undue interference from any other party. Lessee agrees that it, and its guests, shall not conduct any hunting activities in the vicinity of any logging or other operations on said land that could in any way endanger any person performing said operations. Lessee and its guests are expected to respect adjoining landowners and neighbor's rights to enjoy their property. Lessee understands that it and its guests are expected to allow neighbors and adjoining landowners to enjoy their property, safely, and free from harassment. Failure to respect adjoining landowners and neighbor's rights may result in denial of certain access points, penalty fees, damage fees, increased Lease rates, suspension of the Lease, or Lease termination.

Weyerhaeuser expects Lessee to resolve internal and external issues on its own. This must be done in a peaceful, legal manner and with respectful behavior. Any unresolved EXTERNAL issues will be brought to the attention of Weyerhaeuser as soon as possible.

In addition to all other safety, rules, guidelines, and the like set forth in this lease, all members and guests will faithfully practice the **10 Commandments of Gun Safety**:

1. Treat every gun as if it were loaded.
2. Watch your muzzle.
3. Keep guns unloaded unless in use.
4. Be sure the barrel is clear of obstructions.
5. Be sure of your target and what is behind the target before you pull the trigger.
6. Never point a gun at anything you do not want to shoot.
7. Never climb a tree or fence or jump a ditch with a loaded gun. Never pull a gun toward you by the muzzle.
8. Never shoot a bullet at a flat, hard surface or at water.
9. Store guns and ammunition separately and beyond the reach of children.
10. Do not hunt or shoot when under the influence of alcohol or other drugs.

**24. ARCHEOLOGICAL SITES.** Lessee shall ensure that no archaeological sites or objects of antiquity on the Leased Property are disturbed, altered, damaged or vandalized by any means, including but not limited to digging, probing or deliberately plowing or cultivating such sites for the express purpose of exposing artifacts or archaeological sites or other objects of antiquity. Lessee will ensure that no state or federal laws pertaining to cultural resources and/or human burials on the Leased Property are violated. Willful violation or disregard of such laws by the Lessee will result in immediate termination of the Lease.

**25. PAYMENT.** Payment of the Lease Fee shall be made in accordance with the Payment Schedule set forth above. REFUNDS FOR PAYMENT OVERAGES AND/OR ANY OTHER REFUNDS OWED TO LESSEE FOR AMOUNTS LESS THAN TWENTY DOLLARS (\$20.00) WILL BE RETAINED BY WEYERHAEUSER AS AN ADMINISTRATIVE FEE AND SHALL NOT BE REFUNDED TO LESSEE. In addition to any other remedies set forth herein or available under applicable laws, the unpaid Lease will be considered not leased and available to the public



for leasing. Weyerhaeuser reserves the right to immediately lease any land for which the Lease Fee has not been received by its due date.

**26. LEASE TERMINATION.** Weyerhaeuser is under no obligation to renew the Lease and any renewals shall be solely at the option of Weyerhaeuser.

a. **TERMINATION WITHOUT CAUSE.** Weyerhaeuser reserves the right to cancel the Lease at any time should it so elect, with at least ten (10) days written notice to the Lessee, even though Lessee has complied with its terms. It is understood and agreed that if Weyerhaeuser elects to cancel the Lease, notice either in writing or by email to the Lessee will be sufficient. Lessee shall have no right to terminate this Lease. Lessee shall have no right to a refund of any portion of the Lease fee except as expressly set forth in this Section 26.

b. **LAND SALES** - Lessee acknowledges that during the term of the Lease Weyerhaeuser may, without notice to Lessee, sell or convey to a third party all or part of the Leased Property. Lessee agrees that in the event of such sale or conveyance the Lease shall immediately terminate unless Weyerhaeuser, at its option, elects to assign the Lease to the new owner of the Leased Property. Should Weyerhaeuser elect not to assign the Lease and it terminates pursuant to the provisions of this paragraph, Weyerhaeuser shall return to Lessee a prorated amount of the consideration paid.

If Weyerhaeuser terminates this Lease pursuant to Subsections 26(a) or 26(b) above then the following refunds will apply:

<u>Date of Termination</u>	<u>Amount of Refund</u>
Prior to Hunting Season	Full Refund
During Hunting Season	Pro-rata Refund based on percentage of lease term remaining
After Hunting Season	No Refund
For purposes of this Lease, Hunting Season is defined as the period between the first day of deer season (firearm season) and the last day of turkey season in the applicable jurisdiction.	

c. **VIOLATIONS** - Lessee signature and acceptance of the Lease constitute acknowledgment that any violation of the terms and conditions of the Lease or failure to comply in good faith with the provisions contained herein are grounds for termination of the Lease. Weyerhaeuser, at its option, may immediately terminate the Lease by notice either in writing or by email to Lessee. Lessee also agrees that it shall be responsible for and shall reimburse Weyerhaeuser for any damages or losses suffered by Weyerhaeuser as a result of any such violation. It is agreed that should Lessee breach any of the terms of the Lease Weyerhaeuser shall have the right to retain all sums paid on account hereunder as liquidated damages and as a penalty for violating the terms of the Lease. No refunds will be issued after hunting season has expired.

d. **FAILURE TO PAY LEASE FEES** - Lessee acknowledges that should Lessee fail to pay the lease fees when due, Weyerhaeuser, at its option, may immediately terminate the Lease by notice to Lessee either in writing or by email. In the event that Weyerhaeuser files suit for the collection of payments due under the Lease or for the enforcement of rights or remedies granted to Weyerhaeuser under the Lease, Lessee agrees to pay Weyerhaeuser's attorney fees and costs in connection therewith.

Lessee further agrees, within twenty-one (21) days thereafter, to remove from the Leased Property all equipment and other property of Lessee (unless otherwise stated) located or placed on the Leased Property pursuant hereto and to restore the Leased Property to a condition free and clean of any contamination or hazardous substances, waste, debris or any other foreign material, all in strict accordance with all applicable laws, rules and regulations respecting health, safety and the protection of lives, including sanitary laws of the local, state, and federal governments then in effect. In the event Lessee fails to remove from the Leased Property the equipment and all other property located or placed on the Leased Property, then at Weyerhaeuser's election and upon written notice to Lessee, Weyerhaeuser will take the necessary means to restore the land to its original condition and shall forward a statement for all costs incurred by Weyerhaeuser to Lessee and Lessee shall remit the full amount to Weyerhaeuser within thirty (30) days of said notice.

Upon expiration or termination of the Lease, all rights granted shall cease and Lessee shall surrender unto  
FL-3198 / Paul Hanson (2019/2020)

Weyerhaeuser possession of the Leased Property.

## OTHER PROVISIONS

**27. MISCELLANEOUS PROVISIONS:** In addition to the Terms and Conditions set forth in Sections 1 – 26 herein, Lessee acknowledges and agrees to be bound by the general terms, Payment Schedule, and any special conditions set forth on pages one or two of this Lease.

27.1 Lessee shall not be considered the agent or employee of Weyerhaeuser and at no time shall the members or guests of Lessee hold themselves out or represent themselves to be agents or employees of Weyerhaeuser.

27.2 Being under the influence of, bringing in, possessing, providing, manufacturing, or other production of, buying, selling or using unauthorized drugs or controlled substances on the Leased Property is strictly prohibited.

27.3 If any provision of this Lease (other than those relating to the Lease Fee) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

27.4 This document incorporates the entire agreement of the parties and supersedes and replaces any prior written or oral agreement of the parties. No prior representation, stipulation, agreement or understanding will be valid or enforceable unless incorporated herein. Any amendments to this Lease must be in writing and executed by both the Weyerhaeuser and Lessee.

27.5 Lessee and Weyerhaeuser agree that any dispute arising out of or related to this Lease is personal to Lessee and Weyerhaeuser and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

**Arbitration of disputes.** For any applicable dispute or claim that Lessee has against Weyerhaeuser or relating in any way to this Lease, Lessee agrees to first contact Weyerhaeuser and attempt to resolve the claim informally by sending a written notice of Lessee's claim to Weyerhaeuser (the "**Notice**"). The Notice must (a) include Lessee's name; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. If Lessee and Weyerhaeuser cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by JAMS. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one (1) arbitrator. Arbitration proceedings will be held in the county in which the capital of the State in which the Leased Area is located, in accordance with the JAMS Streamlined Arbitration Rules and Procedures ("**JAMS Rules**"). The most recent version of the JAMS Rules are available at <https://www.jamsadr.com/rules-streamlined-arbitration/> and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and any claim that the JAMS Rules are unfair or should not apply for any reason.

**28. SPECIAL PROVISIONS:**

None.

*[signatures appear on following page]*

The undersigned acknowledges, accepts and agrees to be bound by all the terms and conditions of this Lease, individually as Lessee and as the designated representative of the club identified herein.

**LESSEE: TRI COUNTY RABBIT RUNNERS**

**(Sign here if INDIVIDUAL lessee):**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**(Sign here if DESIGNATED REPRESENTATIVE OF CLUB):**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

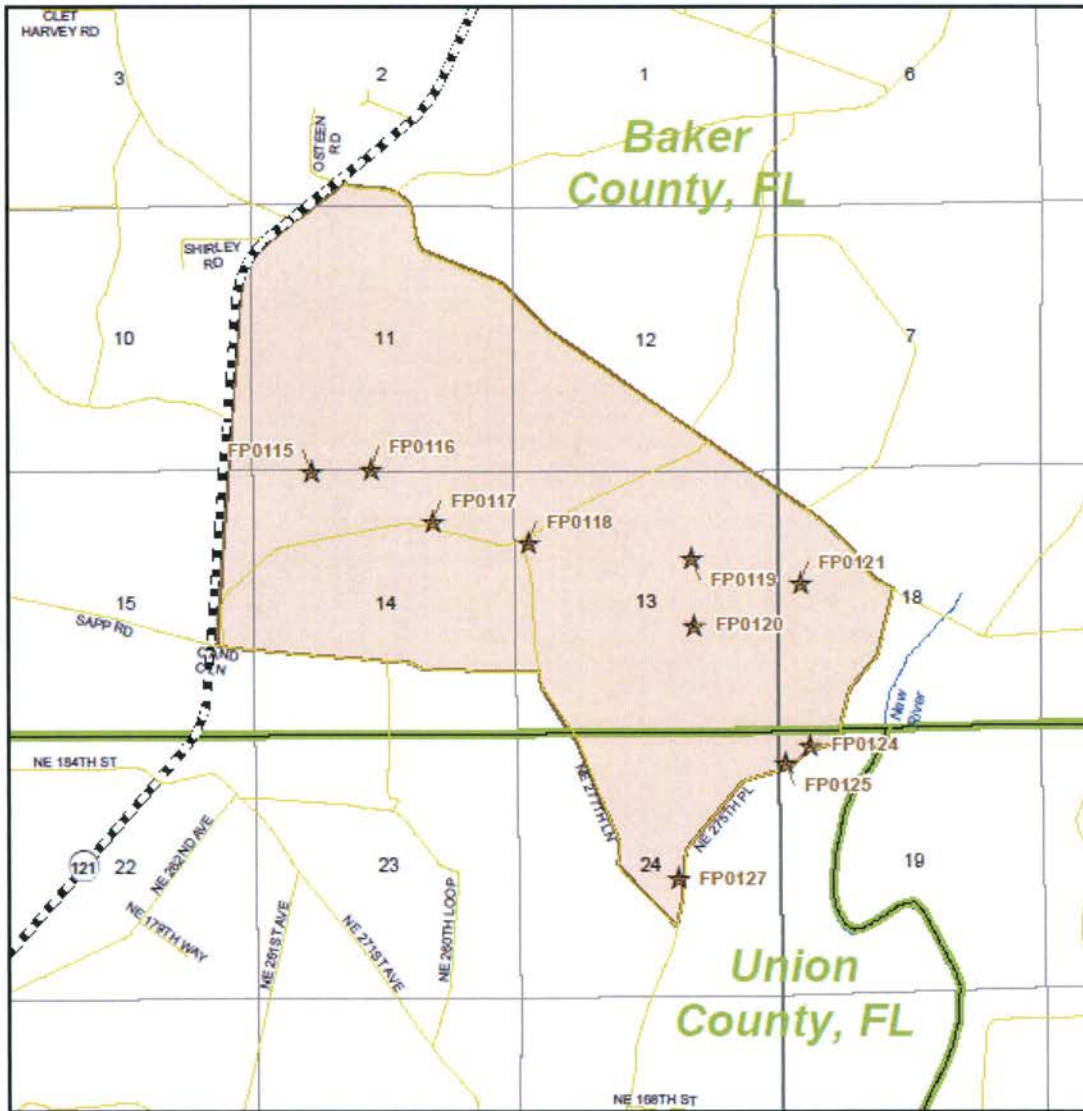
**WEYERHAEUSER COMPANY**

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Paul Hanson  
Print Name

Title: Lease Manager

Exhibit "A"



ALBERT STARLING

**Hunt Lease Map  
FL-3198**

TRI COUNTY RABBIT RUNNERS  
Acres: 2315



4/3/2019