

UNITED STATES DEPARTMENT OF THE INTERIOR  
U. S. FISH AND WILDLIFE SERVICE

**AGREEMENT FOR THE EXCHANGE OF TIMBER FOR LANDS**

WHEREAS, the Secretary of the Interior, in the administration of the National Wildlife Refuge System, is authorized, under the terms of Section 4(b)(3) of the National Wildlife Refuge System Administration Act, as amended (16 U.S.C. 668dd), to acquire lands or interests therein by exchange for the right to remove products from acquired or public lands within the system;

NOW, THEREFORE, in order to effectuate such an exchange, this agreement made and entered into this 2 day of April, 2001, by and between THE STURGIS LUMBER COMPANY, a Mississippi Corporation, of Sturgis, Mississippi, hereinafter styled the vendor, for itself, its successors and assigns, and the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior or his authorized representative,

WITNESSETH:

1. In consideration of the conveyance by the United States of the timber products described in paragraph 6 hereof, the vendor agrees to convey to the United States the lands, tenements and hereditaments, together with all the accretion and reliction lands, water rights, and other rights, easements, and appurtenances thereunto belonging, owned by it, and situate in the County of Oktibbeha, State of Mississippi, containing 45.75 hectares (113.0 acres), more or less, and particularly described as follows:

T.17 N., R.14 E., CHOCTAW MERIDIAN

In Sec. 26 - A strip of 12.15 hectares (30 acres) of equal width off the entire side of that certain tract of land described as follows: All that part of SE $\frac{1}{4}$  Sec. 26 lying north of center of Robinson Road and east of center of Pike Road less a 9.47- hectare (23.4-acre) strip off entire east side thereof, containing 12.15 hectares (30 acres), more or less; and

All of the SE $\frac{1}{4}$  of said section which lies south of the center of Robinson Road, containing 33.60 hectares (83 acres), more or less.

2. The vendor agrees that it has full right, power, and authority to convey, and that it will convey to the United States the fee simple title thereto clear, free and unencumbered, except subject to the following:

Easements and rights-of-way of record or evidenced by use.

3. The vendor further agrees not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the United States of America by reason of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the vendor; and that, in the event any such loss or damage occurs, the United States may refuse, without liability, to accept conveyance of said lands, or it may elect to accept conveyance upon an equitable adjustment of the purchase price.

4. The vendor will execute and deliver upon demand of the proper officials and agents of the United States and without payment or the tender of the timber products described hereinafter, a good and sufficient deed of warranty conveying to the United States a safe title to the said lands, of such a character as to be satisfactory to the Attorney General of the United States, and said deed shall provide that the use, occupation, and operation of any rights-of-way, easements, and reservations retained therein by the vendor shall be subordinate to and subject to such rules and regulations as may be prescribed by the Secretary of the Interior governing the use, occupation, production, and administration of the National Wildlife Refuge System.

5. The vendor further agrees that during the period covered by this instrument, officers and accredited agents of the United States shall have at all reasonable times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them.

6. In consideration of the conveyance by the vendor of the lands described in paragraph (1) hereof, the United States of America, by and through the Secretary of the Interior, agrees to permit the said Sturgis Lumber Company to cut and remove a total of five hundred ninety-four thousand (594,000) board feet of pine saw timber from trees designated by the refuge manager in Compartments No. 16 and No. 27 of the area timber management plan. Measurement of volume removed shall be under the direction of the refuge manager, and shall be by tally of standing trees using the International log rule.

It is mutually agreed between the parties that the timber stumpage to be cut and removed under this agreement shall be cut and removed from the premises within twenty-four (24) months from the date title to the land hereinabove described vests in the United States of America, and that any marked timber cut and removed in excess of 594,000 board feet herein specified shall be paid for at the rate of \$78 per thousand board feet.

It is also mutually agreed that the following stipulations will govern the cutting and removal of the timber hereinabove specified:

- (a) No trees shall be cut unless marked or designated for removal under this agreement.
- (b) All stumps shall be cut to cause the least possible waste and not higher than 25.6 centimeters (10-inches) above ground, measuring on the side

adjacent to the highest ground. All material shall be utilized to as low a minimum diameter in the tops as practicable.

- (c) Title to timber covered by this agreement shall vest in the vendor when felled.
- (d) The vendor and its employees will do all in its power to prevent and suppress forest fires on the operation area; shall dispose of the slash and other logging refuse as instructed by the refuge officer in charge, and shall also repair all damages to roads, trails, fences, ditches and telephone lines resulting from operations conducted under authority of this agreement.

It is further mutually agreed between the parties that in the event the vendor desires to cut and remove the timber stumpage hereinabove referred to, prior to the time title to the above-described land is vested in the United States, they may do so by posting acceptable bond with the Treasurer of the United States.

7. It shall be the obligation of the vendor to pay all taxes and assessments outstanding as liens against the lands described in paragraph (1) hereof at the date title vests of record in the United States, whether or not such taxes and assessments are then due and payable. Reimbursement will be made by the United States for its pro rata share of tax liability from the date of the deed of conveyance.

8. It is mutually agreed that an abstract, certificate of title, or other evidence of title to the property described in paragraph (1) hereof, satisfactory to the Attorney General, will be obtained by the United States at its expense, but the vendor will furnish any title evidence in its possession.

9. It is mutually understood and agreed that this contract shall not be assigned in whole or in part without the consent in writing of the United States.

10. That the vendor enters into the within contract, in accordance with the authority evidenced in the attached

(original or certified copy of resolution or other source of authority)

11. It is understood and agreed that if the Attorney General determines that the title to said lands described in paragraph (1) hereof, or any part thereof, should be acquired by the United States by judicial proceedings, either to procure a safe title or to obtain title more quickly, or for any other reason, then it is agreed by the vendor that the just compensation to be claimed by the vendor as the full value of the land to be so acquired shall be in accordance with the consideration stated in paragraphs (1) and (6) hereof.

12. It is mutually understood and agreed that notice of acceptance of this agreement shall be given to the vendor by certified mail addressed to

Mr. Bryce Griffis, Sturgis Lumber Company  
Sturgis, Mississippi 39769

and such notice shall be binding upon the vendor.

IN WITNESS WHEREOF, the vendor does cause this instrument to be executed by its President and it's corporate seal to be affixed hereto on the date first above written, with the understanding that this agreement for exchange cannot be executed by the Secretary of the Interior or his authorized representative until after it is reported to him for his consideration, and therefore the vendor has and does hereby grant unto the United States of America, by and through the Secretary of Interior or any other officer or agency of the United States authorized to acquire said lands, the option and right to enter into this Agreement for Exchange within three (3) month from the execution thereof by the vendor, and to acquire said lands as herein provided.

(Corporate Seal)

In the presence of:

STURGIS LUMBER COMPANY

\_\_\_\_\_

By \_\_\_\_\_  
President

\_\_\_\_\_

Attest \_\_\_\_\_  
Secretary

The Secretary of the Interior, acting by and through the Regional Director, United States Fish and Wildlife Service, has executed this agreement on behalf of the United States of America on the \_\_\_\_ day of \_\_\_\_ (Month) \_\_\_\_, (Year).

THE UNITED STATES OF AMERICA

By \_\_\_\_\_  
Regional Director  
U. S. Fish and Wildlife Service