

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TIMBER AGREEMENT

KNOW ALL MEN BY THESE PRESENTS That I, Rudolf Anderson, in the State and County aforesaid, in consideration of the sum of Nineteen Hundred and no/100 (\$1,900.00) Dollars to me in hand paid at and before the sealing of these presents by Georgia Hardwood Lumber Company (the receipt of which is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, sell and release unto the said Georgia Hardwood Lumber Company: all pine and poplar trees measuring twelve inches or more at the stump and all other timber and trees of whatsoever species measuring fourteen inches or more at the stump, now, for and during the full term and period hereof, situate, standing, lying, ~~and~~ being and growing upon the following described tract of land, to-wit: All that certain piece, parcel or tract of land said to contain 127 acres, more or less, situate, lying and being in Saluda Township, State and County aforesaid, on the East side of U. S. Highway #25 and bounded on the North by lands of the Grantor and being all of the Southern portion of an original tract of 755 acres, more or less, lying South of the water divide on top of Chestnut Mountain, which original tract of 755 acres is known and designated as Tract #2, D. W. Hodges Land as shown on plat prepared by A. L. Hardin, Surveyor, August 20, 1908, which plat is recorded in Plat Book A, pages 372-373 and according to a recent survey having the following metes and bounds: BEGINNING at a pine (fence corner) on top of Callahan Ridge and running thence S. 41 E. 7.73 chains to a chestnut tree; thence S. 44 E. 37.50 chains, crossing Hush Hole Creek, to a stone; thence N. 85 E. 28.50 chains to a dogwood; thence S. 5 E. 6.50 chains to a pine; thence N. 83 E. 1.68 chains to a red oak; thence N. 36 E. 19.50 chains to a rock; thence N. 7 E. 7.01 chains to a dogwood on top of Ridge; thence running along the top of Callahan Ridge with the water divide as the line approximately 75.00 chains to the beginning point. Being a portion of the property conveyed to Rudolf Anderson by J. Z. Cleveland by deed to be recorded, and being a portion of the lands conveyed to J. Z. Cleveland by R. G. Ballenger by deed dated May 11, 1936 recorded in Deed Book 184, page 149, R.M.C. Office for Greenville County, S. C.

I do hereby grant unto the said Georgia Hardwood Lumber Company all rights of ingress and egress together with all rights of way, privileges and easements on, over, upon and across said lands, which may be useful, convenient or necessary for cutting, removing and transporting of timber and trees on the lands hereinabove described or any other timber, trees or timber products whatsoever on the surrounding lands, together with the right to locate, construct and maintain over and across said lands such roads, tramways, skidders and equipment of every kind whatsoever, necessary or convenient for cutting and removing timber and timber products.

I further grant the right to cut, use and remove undergrowth, brush, earth or stone, the cutting, removal or use of which may be necessary or convenient, together with the further right to remove all machinery, fixtures and other things of whatsoever nature placed upon the premises by the Grantee. Said Grantee shall not be obligated to remove road beds, tree tops, limbs or stumps but shall not be hereby precluded from doing so, if it so desires. The Grantee, its successors and assigns, shall have the full term of two and one-half years from the date hereof in which to cut and remove the timber hereby conveyed and to use and exercise the rights, privileges and easements hereby granted. Title to so much of said timber and trees as remain on said lands, either standing or fallen, at the expiration of said two and one-half year period shall immediately revert to and become the property of the Grantor,