

2 of 2
1984
timber
deal

(c) Buyer and his Agents shall maintain existing roads in a usable condition during the cutting and removal operations, and upon completion of cutting and removal operations, Buyer agrees to return said roads to as good condition as they were in prior to the start of cutting and removal operations.

(d) Buyer shall be responsible for damage resulting from all fires caused by the negligence or carelessness of the Buyer and/or its Agents, Servants or Employees.

(e) Buyer agrees to remove all logging debris from fields and Buyer agrees to repair, at its own expense, any damage to roads, ditches, fields, fences, bridges and culverts in the event that such damage be caused by the Buyer and/or its Agents, Servants or Employees.

(f) Seller shall not be liable for any damages or loss which might be incurred in property or equipment in use or stored on the said property by the Buyer, neither shall the Seller be liable for injuries sustained by Employees of the Buyer during the cutting and removal operations.

(g) The Buyer shall have Twelve (12) months from the date hereof in which to cut and remove the timber and trees conveyed herein, but upon the expiration of the said period, or any allowable extension thereof, all rights of Buyer shall cease and terminate and any timber or trees or forest products then remaining upon the described property shall be and remain the property of the Seller.

(h) Seller reserves the right to himself or his duly authorized Agents to check the cutting operations at any time to determine whether the provisions of the conveyance are being carried out.

(i) Seller reserves the right to himself or to his duly authorized Agent to suspend cutting and removal operations during periods of wet weather if, in the opinion of Seller or his duly authorized Agent, excessive damage is being done to the land. In the event that cutting and removal operations are suspended by Seller or his duly authorized Agent because of wet weather, this instrument shall be extended in all its particulars in order that Buyer shall have a total period of Twelve (12) months, if needed, to cut and remove the timber and trees conveyed herein. In any event, the Buyer shall be entitled to an additional six (6) months during which to cut and remove the timber and trees herein conveyed if adverse weather conditions prevent the completion of logging operations within the initial Twelve (12) months period.

The Seller hereby warrants his title to said timber and trees hereby sold and warrants his right and power to sell the same and to vest in the Buyer the right and power to cut and remove them, and that the said timber and trees are free of lien. The Seller hereby warrants to serve harmless the Buyer from any or all damage suffered by the Buyer in consequence of any interference by any third person with the logging operations of the Buyer. The Seller does not guarantee or make any representation as to the quantity or quality of the timber and trees hereby sold.

This written instrument expresses the entire agreement between the parties and shall be binding upon them and their successors and assigns, and there are no representations or warranties from either party to the other except those herein expressed.

IN WITNESS WHEREOF, the grantor has signed and sealed these presents this 20th day of April 1984.

GIVEN, SEALED AND DELIVERED
IN THE PRESENCE OF:

Carlyn H. Spivey
Witness

Walter S. Drew, Jr.
Witness

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

POSSIBLE

PERSONALLY appeared before me Carolyn H. Spivey

and made oath that she saw the within named Walter S. Drew, Jr., sign, seal and as his act and deed deliver the foregoing Timber Deal and that she with

Wendell O. Adams

witnessed the execution hereof.

SHOWN to before me this 20th day of April 1984.

Carlyn H. Spivey

Wendell O. Adams
Notary Public for South Carolina
My Commission expires: 8/6/88

(SEAL)

(County Stamps - \$29.70)
(State Stamp - \$51.00)

