

said branch, following the meanders thereof to a small Sourwood 10 at branch; thence S 46 00 W 15.90 chains to the beginning Black Gum.

Together, with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining, saving and excepting, however, from this conveyance, and Reserving unto the Vendor, Caluda Land and Lumber Company, its successors and assigns:

All of the Timber and Trees, of every kind and description now and hereafter, during the full term and period hereinafter specified, situated, standing, lying and being on the above <sup>described</sup> tract of land, together with all rights of ingress and egress, and all other rights, ways, privileges and easements, in, over, upon and across said land which may be useful, convenient or necessary for the cutting, assembling, removal and transporting of Timber and Trees on said lands hereunder reserved, or any other timber, trees, or timber products, whatsoever, now or hereafter owned by the said Vendor, its successors and assigns, together with the right to locate, establish, build, construct, maintain and operate over, upon and across said land and premises such roads, wagon roads, tram-roads, railroad spur lines, steam skidders, tractors and other machinery, fixtures and equipment of any and every kind, whatsoever, whether the same are now used for such purpose or not, and whether or not the same have as yet been devised, invented or perfected, which in the judgment of the said Vendor, its successors and assigns, may be useful, convenient or necessary for the cutting, assembling, removal and transporting of the timber and trees on said lands and premises, hereunder reserved, and all other timber and trees now or hereafter owned by the said Vendor, its successors and assigns.

Together with the right unto the said Vendor, its successors and assigns, to cut use and remove any undergrowth, brush, earth or stone, the cutting, using or removal of which may be useful, convenient or necessary for the cutting, handling and removal of <sup>the</sup> said <sup>timber and</sup> trees, or in exercising any of the rights reserved hereunder, and with the further right, at any time, during the time hereinafter specified for the cutting and removal of said timber and trees and the enjoyment of all other rights reserved hereunder, or within 90 days after the expiration thereof, to remove any and all machinery, equipment and all other property, of whatsoever nature, placed or erected upon said premises by said Vendor, its successors and assigns, but the said Vendor its successors and assigns, shall not be required to remove from said premises, any such equipment or roadbeds, nor any of the tree tops, laps, limbs, branches, roots, stumps, sawdust, or trees cut thereon, this however shall not be construed or operate so as to preclude the said Vendor, its successors and assigns from removing the same <sup>or any part</sup> thereof.

The said Vendor, its successors and assigns to have the full term of Thirty (30) years from the date hereof in which to cut and remove the said Timber and Trees from said land, at any time, and from time to time, during the said period, and in which to exercise, use and enjoy all the rights, ways, privileges and easements reserved hereunder, at any time, and, from time to time, during the said period.

Provided, however, and it is hereby mutually agreed, that so much of said timber and trees as may be remaining on said land both standing and fallen, at the expiration