

3. Unless specifically mentioned in Article 1, such items as slabs, edgings, sawdust and tops or laps, that result from cutting operations, will remain the property of the Seller.
4. All trees shall be utilized in their tops to the lowest possible diameter for commercially salable material.
5. Stumps of trees shall be cut no higher than n/a inches above the average ground level, except for those trees wherein wire, nails, visible defects, or excessive flare necessitate cutting higher than the above-stated limit.
6. Young and unmarked trees shall be protected against needless and unnecessary injury during cutting and hauling operations. Roads shall be located, insofar as possible, to avoid young stands of timber.
7. Tree tops or "laps" will be removed not less than one (1) foot away from standing trees.
8. The Buyer assumes responsibility for the suppression of and damage resulting from all fires caused by him and/or his agents or employees.
9. The Buyer agrees to repair at his own expense damages caused by his operations to gates, fences, bridges, and culverts, and to remove logging debris from existing roads and planted pine areas.
10. The Seller will not be liable for any damage or loss that might be incurred to property or equipment in use on the property or stored on the property by the Buyer.

Article 4. It is mutually understood and agreed by and between the parties hereto as follows:

1. This agreement shall terminate Aug. 1, 1983
2. This agreement shall not be assigned in whole or in part without the written consent of the other party hereto.
3. Title to and responsibility for the above-mentioned trees shall pass to the Buyer as they are severed from the stumps, but the Seller retains and the Buyer grants a vendor's lien on all forest products cut or removed from the above-mentioned property until paid in full.
4. Any marked trees which are uncut and any cut forest products which are not removed at the date this agreement terminates remain and become the property of the Seller.
5. The Buyer and his agents shall have normal access on and across the property for the purpose of conducting cutting operations during the time limit stated in this agreement.
6. A skidder may be set up on this tract of land.
7. A portable sawmill may be set up on this tract of land to cut this timber. The location of any sawmill shall be approved in advance by the Seller.
8. The Seller reserves the right of checking cutting operations at any time to determine whether or not the provisions of this agreement are being carried out.

In witness whereof the parties hereto have set their hands and seal.

Witness _____

Buyer: Kind + Kind Inc.

Date: April 6, 1983

Seller: W. J. Fennell Wilkett

Date: April 6, 1983

Recorded April 27, 1983 at 9:14 A/M 28083

Witness
 R. M. C. for G. E. R. E.

Filed for record in the office of
 the R. M. C. for Greenville
 County, S. C. at 9:14 A.M.
 April 27, 1983
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