

GEORGIA, BERRIEN COUNTY:

THIS INDENTURE made and entered into this the 16th day of February, 1960, between W. H. Outlaw as party of the first part; and P. A. Hendley as party of the second part, both of said state and county:

WITNESSETH, that the said party of the first part, for and in consideration of the sums hereinafter mentioned, hath, granted, bargained, demised, sold and leased, and by these presents, does grant, bargain, demise, sell and lease to the said party of the second part, his heirs and assigns, all and singular, the timber suitable for turpentine purposes as below described, on the following described lands, to wit:

"All that tract or parcel of land containing 156 acres, more or less and being 150 acres, more or less, of lot of land no. 222 in the 10th land district of Berrien County, Georgia, and being all of said lot lying west of Ten Mile Creek and north of Beaver Dam Bay; also 6 acres, more or less, of lot no. 193 in said state and county and district, and being all of said lot lying west of Ten Mile Creek."

The consideration for this lease is as follows: Sixty five cents (\$.65) per acre, with the sum of \$500.00 paid in hand at the time of signing and delivery of these presents, and the balance to be paid when the cups are placed on the trees and counted, and within thirty days from this date.

The term of this lease shall be for a period of four years from January 1, 1960, and expiring on December 31, 1963.

The timber suitable for turpentine purposes herein conveyed is all pine timber measuring ten (10) inches and over in diameter, breast high, and all timber shall be worked according to Government specifications.

It is especially stipulated and agreed that no lightwood shall be removed from the above described lands by second party or any of employees of second party during the term of this lease; and it is further stipulated that all gates on said property shall be kept closed except when entering or leaving said premises.

It is stipulated that special precautions shall be maintained to prevent fire from ~~haxing~~ burning the woods of first part.

It is agreed that in the event any trees or timber being worked by

second party shall die during the term of this lease , the first party reserves the right to cut and sell same without re-imbusement to second party in any amount.

It is understood and agreed that first party may desire to build and construct a pond on a portion of the lands hereinabove described, and in that event, first party agrees to pay to second party for all trees and faces worked by second party in said pond site in a pro-rata amount for the time remaining on said lease.

To have and to hold and to use the above described timber for turpentine purposes as aforesaid, with all the rights and privileges of cutting and boxing the trees on the lands as aforesaid, and the construction of all necessary tramroads over said lands for the purpose of removing the crude gum from said premises, , and the right in ingress and egress on said lands, as may be necessary in the operation of said business under this lease.

And the said first party, heirs, executors and administrators, does warrant and defend by virtue of these presents, the free and uninterrupted use and enjoyment of the said timber for the time aforesaid and for the purpose aforesaid unto the said party of the second part, heirs, executors, administrators and assigns and against the said first party, heirs, executors administrators and all and every person or persons whomsoever.

In witness whereof, the said party of the first part has hereunto set his hand and affixed his seal, this the year and day first above written.

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(LS)

Signed, sealed and delivered in the presence of:

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