

never released from the obligations thereof.

The land owner hereby grants, sells and releases to the Company the Monazite sand contained in or on the beds and runs of the Creek and branches and also in the bottom lands on his lands in Fairview Township, Greenville County, South Carolina, on the waters of Sandy Creek, adjoining lands of T.L. Huff, W.S. Moore, H.N. Moore J.R. Cox and W.B. Moore, containing seventy eight and one-half acres, more or less. The Company shall have exclusive rights for the recovery of Monazite on said land, but if gold, silver, diamonds, or other precious minerals be found therein the same shall be the property of the land owner. The Company shall have exclusive water rights, with authority to make ditches and dams, and to do any and all things necessary for the commercial recovery and removal of the Monazite sand, including the right of ingress and egress to pay for all damage to growing crops, and a fair and reasonable price for all marketable timber used for its operations; it also agrees to pay the land owner a royalty of fifteen dollars per ton for each ton of 2000 pounds of pure monazite, or the equivalent thereof, removed from said creek and branch beds and runs and if mining operations are conducted on the bottom lands the sum of thirty dollars per acre for land from which the monazite is removed, said thirty dollars to be in lieu of royalties on monazite removed therefrom, but not to give the company any title to the land.

This instrument shall remain in force for a period of ten years from the first of May, 1905, provided the company pays the land owner the sum of five dollars per year in advance such payments shall be considered as advancements of royalties and shall be thus charged against the land owner, but in no event shall the land owner be required to refund any money so paid. To the faithful performance of the stipulations above written the land owner binds himself, his heirs, executors, administrators and assigns, and the company binds itself, its successors and assigns.

IN WITNESS WHEREOF the land owner hereunto sets his hand and seal and the Company has caused these presents to be signed in its name by its president and its corporation seal affixed by its Secretary this 2nd day of May A.D. 1905.

Signed sealed and delivered in the presence of:

George L. English

A.D. Shockley (SEAL)

W.H. Williamson
As to A.D. Shockley

National Light and Thorium Co

By Wilford P. Arms

President

As to National Light and Thorium Co

Attest: H.E. White

S.B. McCoy

Secretary

A.P. White

State of Ohio

County of Marion; Personally appeared before me A.P. White and made oath that he saw the within named Wilford P. Arms, as President of National Light and Thorium Co sign, seal, and as his act and deed deliver the within written instrument, and H.E. White its Secretary, affixed the corporation seal, and that he with S.B. McCoy witnessed the execution thereof.

Sworn before me this 2nd day of May A.D. 1905

A.P. White

John D. Kaiser (SEAL)

State of South Carolina

Greenville County, for myself personally appear before me this 2nd day of May A.D. 1905

saw the within named A.D. Shockley sign, seal, and his act and deed deliver the within written instrument and that he with W.H. Williamson witnessed the execution thereof.

Sworn to before me this 23rd day of April A.D. 1905

W.H. Williamson (SEAL)

George L. English

Notary Public N.C.

Received May - 11 - 1905

State of South Carolina,
County of Greenville.)

Right-of-Way. P.B. Batson

421

To

Paris Mountain Water Co.

KNOW ALL MEN BY THESE PRESENTS, That I P.B. Batson, County of Greenville, in the state aforesaid, for and in consideration of Ten Dollars to me paid by Paris Mountain Water Co a Corporation organized under the Laws of South Carolina and doing business in the State aforesaid, the receipt of which is here by acknowledged, and do hereby grant, bargain and sell unto the Paris Mountain Water Co its successors, and assigns, a Right of Way over my tract of land in Paris Mountain Township, Greenville County and State aforesaid, adjoining lands of Mary A.D. Carlton, Marion Hall, Balis Batson, B.F. Langley and others, for the purpose of laying their pipes or conduits and appliances and appurtenances thereto belonging to conduct water with the privilege of entering upon the same and make such excavations fills and levels as may be requisite and the privilege of laying such pipe or pipes or other conduits, etc., as they may deem necessary, and also the privilege of access to the right of way over my land for the hauling of material, etc., and of making such repairs and laying other pipes as may from time to time be necessary, such pipes or conduits etc., to be approximately located along the line recently surveyed by the said Paris Mountain Water Co to have and to hold such right of way and privileges for the purpose aforesaid unto the said Paris Mountain Water Co its successors and assigns forever. The said Paris Mountain Water Co agrees to pay any further damage caused by breaking or bursting of said pipes. The amount of said damage to be affixed by arbitration.

Witness Our hands and seals this 13th day of April A.D. 1905

Signed sealed and delivered in the presence of:

Geo L. Bean

P.B. Batson (SEAL)

Geo H. Sargent

State of South Carolina.)

On this 12th day of May A.D. 1905 before me the subscriber a Notary Public in and for said state residing in Greenville personally appeared Geo L. Bean and upon oath says that he was present and saw P.B. Batson sign, seal, and as his act and deed deliver the within written deed and that he with Geo H. Sargent witnessed the execution thereof. Sworn to before me this the 12th day of May A.D. 1905

J.P. Cuthbert (SEAL)

Notary Public S.C.

Received May - 13 - 1905