

State of ~~South Carolina~~ Virginia
County of ~~Greenville~~ Henrico.
City of Richmond.

Personally appeared before me Frank P. Ryan and made oath that he saw E.B. Addison as Vice-President and S.D. Crenshaw as Secretary of Virginia Carolina Chemical Company, a corporation chartered under the laws of the State of New Jersey, sign, seal with its corporate seal and as the act and deed of said corporation deliver the within written deed and that he with R.B. Harvey witnessed the execution thereof.

Sworn to before me this 10th, day of
February A.D. 1913.

Frank P. Ryan

John W. Massie (Seal)

Notary Public for City of
Richmond, Va.

My commission expires May 19, 1915.

No tax applies to seals affixed to affidavits in this State.

Recorded for March 2nd, 1914.

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(Right-of-Way 75 c)

State of South Carolina, SS.
County of Greenville.

KNOW ALL MEN BY THESE PRESENTS, That Virginia Carolina Chemical Company, a corporation duly organized and existing under the laws of the State of New Jersey, party of the first part, hereinafter called the grantor, in consideration of the sum of Five dollars (\$5.00) to them in hand paid by Greenville, Spartanburg and Anderson Railway Company, a corporation organized and existing under and by virtue of the laws of the State of South Carolina, party of the second part, hereinafter called the grantee, the receipt whereof is hereby acknowledged; and in further consideration of the prospective advantages and benefits which may accrue to or be derived by said grantor, and its property, and the public, arising from the location, construction and operating of a line of railway through its property, do hereby grant, sell, release and convey unto the said grantee, its successors and assigns, all of the following rights, privileges and easements, to wit:

The right of peaceable entry, the right of way and easement, at any and all times, for the purpose of surveying, building, constructing, operating, maintaining, improving and repairing a road line or railway to be run by electricity or other motive power with single or double tracks, upon, along and over a belt, strip or right of way extending upon, along, over, through, and across the tract of land belonging to said grantor, and situated in said County and State, and more particularly described as follows:

Springing from what is known as the Dunsan Mills belt line at a point approximately one thousand feet (1000) from the Anderson Road and curving to the right and running parallel with the main building of the grantor in front of which said building there is also granted the further right of way for two parallel tracks, all as shown by the red line on the map or blue print hereto attached; together with the right and privilege upon said right of way, to cut away and keep -

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clear all timber which may endanger the railway or the poles, wires and other appliances, and to cut, quarry, dig and take away any stone, wood, gravel or earth necessary for the construction, operation and repair of said road or line, and to make all necessary cuts and fills, and to do any and all acts necessary or appropriate for any proper purpose connected with said road or line. And also the right, privilege and easement to construct and maintain upon, along and over said strip, belt or right of way, in a proper manner, with poles, towers, wires and other necessary apparatus and appliances a line or lines for the purpose of transmitting power for railway purposes. TO HAVE AND TO HOLD all and singular the rights, privileges and easements as aforesaid in, to and upon said premises unto said grantee, its successors and assigns, forever. As one of the express covenants, conditions and considerations of the foregoing and as part and parcel thereof, the grantee, its successors and assigns, hereby unconditionally obligates and binds itself to the grantor to forever indemnify, save, defend, protect and keep harmless the grantor from and against any and all loss, injury or damage to the property of the grantor or against any and all claims or demands that may be made or arise against the grantor for injury, damage, loss or destruction of the property of any and all other persons, companies, firms or corporation, or injury to the person of any individual or individuals, which the grantor may be required or called upon to defend against or account for at the instance of any such person, company, firm, corporation, individual or individuals whomsoever, resulting from, or growing out of, by reason or in consequence of, the location, construction, maintenance and operation of said tracks, railway, structures or of any accessories or appurtenances thereof, or incidental thereto. It being understood that in the event any other person or persons, company, firm or corporation shall attempt to assert any liability against the grantor for injury, damage, loss or destruction of the property, or injury to the person, of such other person, company, firm or corporation, the grantee shall within a reasonable time give notice to the grantor of such attempted assertion of liability to the end that the grantee may appear and defend such action.

It is further understood and agreed that, as a consideration of the grant of the easement or right of way hereinbefore set out, and in further consideration of the easement granted, the Greenville Traction Company, a subsidiary corporation of the said grantee, the grantee shall, at its own cost and expense, at such time as the grantor may demand, build, construct and maintain the side track hereinbefore described, and shall give such reasonable service in the way of handling freights of the grantor as may be reasonably necessary, it being understood that the grantor shall not make demand for the construction of said track until it, said grantor, shall have made such change or changes in its plans or loading platform as will enable it to deliver business for shipment to the said grantee upon the said side track herein agreed to be constructed. In witness whereof, on the 26th day of Nov. 1912, the parties hereto have caused these presents to be signed in their respective names by their respective Presidents or Vice-Presidents, attested by their respective Secretaries and their respective corporate seals to be hereunto affixed.

Attest:
S.D. Crenshaw,
Secretary.
Attest:
This F. Hill,
Secretary.
Signed, sealed and delivered
in the presence of
As to execution by Virginia Carolina Chemical Co.
R.B. Harvey,
John W. Massie,
Frank P. Ryan.

Virginia Carolina Chemical Company.
By E.B. Addison,
Vice-President.
Greenville, Spartanburg & Anderson
Railway Company.
By W.S. Lee,
Vice-President.

(Over)