164

State of South Carolina,

County of Greenville.

Agreement.

This agreement made this the 12th day of April, 1935, by and between (Mrs.) Loula M. Briggs, in the County and State aforesid, hereinafter called party of the first part, and E. M. Robinson, Emory N. Smith, and Raymond L. Carr, of Greenville, in the County and State aforesaid, hereinafter called parties of the second part,

WITHASSETH:

That whereas the said Loula L. Briggs, party of the first part, is the owner, in fees simple, of certain real estate in the State of South Carolina, Counties of Greenville and Spartanburg, on the waters of Middle Tyger River and Gold Mine Branch, said properties being of record in the R. L. C. Offices in Greenville and Spartanburg.

And whereas, the said 3. L. Robinson, Mory N. Smith and Raymond L. Carr, parties of the second part, their heirs and assigns, are desirous of prospecting said real estate for minerals and installing such machinery as may be deemed necessary for the recovery of said minerals.

Now therefore, in consideration of the sum of One dollar, to me, the said party of the first part, in hand paid by parties of the second part, at and before the sealing of these presents, (receipt whereof is hereby acknowledged), and the further consideration of fifteen (15) per centum of all minerals mined, the said party of the first part does hereby grant to the said parties of the second part, their neits and assigns, the right to go upon said premises, at any all times by themselves, their agents, laborers, and assigns and to erect upon said premises the suitable paraphernalia necessary for the purpose of digging and recovering minerals.

It is further understood and agreed that parties of the second part, their neirs and assigns, by reason of the consideration herein set forth, are to be allowed to use the water flowing on said premises, the same to be used so as not to interfere with party of the first part obtaining sufficient water for domestic purposes, for herealf or her tenants.

It is further understood that operations of parties of the second part in prospecting for and working minerals shall be confined to that portion of the property in and near said Middle Tyger River, Gold bine Branch, and such other streams, creeks, and gulches as may exist on said properties.

It is further understood and agreed that parties of the aecond part are to have free and uninterrupted use of all roads now buildt and in use on said described premises, and further that parties of the second part may construct other roads and trails deemed necessary, and may erect necessary sluices, pipe lines, telephone or electric cable as may be deemed necessary to the proper carrying out of their mining operations, such construction to be done under the supervision of party of the first part and located as directed by her