

ment or right of way for the construction, maintenance and operation of a railroad lead track across the aforescribed premises, 30 feet in width or 15 feet on either side of the center line of said track, together with such additional easements as may be necessary to accommodate cut slopes, fill slopes and ditches; said easements or rights of way to be located so as to be mutually satisfactory to the parties hereto; TOGETHER with the right of Grantor, its successors or assigns, of ingress and egress over and upon such other portion of the aforescribed premises as may be necessary for the purpose of constructing, operating, maintaining, repairing, renewing or removing said track.

TO HAVE AND TO HOLD all and singular the land and premises before mentioned and hereby conveyed unto the said PATEWOOD CORPORATION, its successors and assigns, forever.

Grantor hereby binds itself and its successors to warrant and forever defend all and singular the said land and premises hereby conveyed unto the said Grantee, its successors and assigns, against itself, the said Grantor, and its successors, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee covenants and agrees, for itself and its successors and assigns, unto and with Grantor, its successors and assigns, as a covenant running with the land and as a part of the consideration for this conveyance, said covenant being evidenced by the acceptance and recordation of this deed by Grantee, that it will, within the period hereinafter mentioned, construct or cause to be constructed upon the aforescribed premises, a substantial building or structure having an area of not less than 60,000 square feet and will lease said premises, including the improvements, to Byrd Furniture Company, or other tenant acceptable to Grantor, for a term of not less than ten (10) years, for use and to be used for the construction of its furniture manufacturing and warehousing business, or other business acceptable to Grantor, and that upon the failure of Grantee, its successors or assigns, to construct or cause to be constructed upon said premises such building or structure as aforesaid within three years next ensuing from and after the date of this conveyance, and to lease said premises, including the improvements, to Byrd Furniture Company or other acceptable tenant, as aforesaid, for the purposes aforesaid for a term of not less than ten (10) years, beginning not later than 60 days after completion of said improvements, such lease to

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