

3. The party of the second part, its heirs and assigns, shall, within one year from the date of this conveyance, begin the construction upon said tract of land of a building of masonry walls (or similar construction approved by the party of the first part), concrete floors and a permanent fire-resistant roof, containing approximately 60,000 square feet of floor space, and will in good faith complete the construction of said building as soon as reasonably practicable; and should the party of the second part, its heirs and assigns, fail to begin the construction of said building and complete same as in this paragraph provided, said party of the second part, its heirs and assigns, shall reconvey said tract of land to Piedmont and Northern Railway Company at and for the price being paid by the party of the second part to the party of the first part for this conveyance, less the amount paid by the party of the first part as a real estate commission on the original sale.

The above conditions and restrictions shall be covenants running with the land and shall be binding upon the said Standard Coffee Company, Inc., its successors and assigns.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Standard Coffee Company, Inc., its successors and assigns, forever.

And the said Piedmont and Northern Railway Company does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said Standard Coffee Company, Inc., its successors and assigns, against itself and its successors and all persons lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, the said Piedmont and Northern Railway Company has caused this instrument to be executed and its corporate seal to be hereunto affixed by its proper officials, this 27<sup>th</sup> day of July, in the year of our Lord one thousand, nine hundred and sixty-four, and in the one hundred and eighty-ninth year of the Sovereignty and Independence of the United States of America.

ATTEST:

George W. Ferguson, Jr.  
Secretary

PIEDMONT AND NORTHERN RAILWAY COMPANY,

By Franklin Gray  
President

(Continued on next page)