

State of South Carolina,
County of Greenville.

Agreement

This agreement made this the 23rd day of April, 1935, by and between (Mrs.) Malinda P. Landrum, in the County and State aforesaid, 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,

W I T N E S S E T H

That whereas the said Malinda P. Landrum, party of the first part, is the owner in fee simple, of certain real estate in the State of South Carolina, Counties of Greenville and Spartanburg, on the waters of Middle Tyger river and certain tributary branches and streams, said properties being of record in the R. M. C. Offices in Greenville and Spartanburg,

And whereas the said E. M. Robinson, Emory 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 heirs and assigns, the right to go upon said premises, at any and 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 heirs 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 herself 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, and such tributary streams, creeks, and gulches as may exist on said properties.

It is further understood and agreed that parties of the second part are to have free and uninterrupted use of all roads now built 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.

It is understood and agreed that this agreement shall be good and binding for a period of ninety (90) days from date, but should parties of the second part so desire, this lease may be renewed for another term of ninety (90) days upon the same terms and conditions upon giving five days notice of the option of the parties of the second part to renew same, and upon the expiration of the second term of ninety (90) days, should parties of the second part have engaged in actual mining operations and desire a further extension of this agreement, upon giving five days notice before the expiration of the second ninety (90) days period, said parties of the second part shall have the option of renewing this lease for a period of one year upon the same terms and conditions expressed herein.

It is further agreed by party of the first part that said premises embraced by this agreement shall not be sold or transferred by her during the first ninety (90) day period hereinabove stipulated, and that thereafter at any time during the life of this agreement, if extended, said party of the first part shall not sell or transfer said real estate without giving parties of the second part an opportunity for thirty (30) days to purchase at the same price offered by any third party or parties, with the further understanding that in no event shall the price asked of the said parties of the second part exceed One Hundred (\$100.00) Dollars per acre.

In Witness whereof the said parties have hereunto set their hands and seals, this the 23rd day of April, 1935.

In the presence of:

James W. Thompson,
Mrs. E. N. Goldsmith, Jr.

Malinda P. Landrum, (SEAL)
Party of the First Part.

Emory N. Smith (SEAL)

Raymond L. Carr (SEAL)

E. M. Robinson (SEAL)

Parties of the second part.