

AGREEMENT, made this 16th day of February, 1944, by and between the undersigned J. B. Ricketts, as Trustee of Greenville County, South Carolina, hereinafter called Grantor, party of the first part, and Georgia Hardwood Lumber Co., a corporation with Principal office at Augusta, Georgia, hereinafter called Grantee, party of the second part.

W I T N E S S E T H:

1. That for Fifty Dollars and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby give, grant and convey to the Grantee, his heirs, legal representatives and assigns, a right of way or easement over and across the lands of the Grantor hereinafter described, for constructing, operating and maintaining thereon a log road or roadway for use in hauling logs and lumber from any lands in Greenville or Pickens Counties, South Carolina, as to which timber rights have been or may be acquired by the Grantee or his assigns (especially including the timber lands of the Saluda Land and Lumber Company located in said counties) and in connection with which the Grantee or his assigns may be engaged in cruising or cutting timber, saw mill operations, or removing timber or lumber, such right of way or easement to be used for all purposes of ingress or egress and for transporting equipment, supplies and employees to and from the timber lands referred to above. Said right of way or easement shall continue for a period of x years from this date, with the actual use thereof to begin at such time as the Grantee may determine and shall be laid out by the Grantee along such route as agreed upon in the option agreement, with the width of said right of way to be thirty feet (30') except of cuts or fills, where same shall widen so as to be safe for the character of construction required.

2. The Grantor covenants and represents that he owns the property hereinafter described and has the right to grant the easement and right of way herein conveyed to the Grantee. Said land is located in Greenville County, South Carolina, contains about 800 acres, more or less, is generally known and designated as:

The right-of-way over the tract above referred to, which is in the northern part of Greenville County, will be located approximately as follows: Leaving the Buncombe Road at the intersection of the old logging road, and continuing up through the property owned by the grantor, a distance of about three-fourths of a mile to the property of Saluda Land & Lumber Company. The easement will continue for such time as may be required for the removal of the timber on the property of Saluda Land & Lumber Company, but in no event for more than ten (10) years, from December 21st, 1943.

3. In addition to the above considerations, the Grantee agrees to reimburse the Grantor fully for any trees which it may be necessary to cut on said land for the purposes aforesaid, as well as for any destruction of crops or other damages which may be due directly to acts of the Grantee, or his assigns, or their respective agents or employees. In the event of inability to agree as to the amount of any such damages, same shall be decided by arbitration conducted in the usual manner, with one arbitrator to be selected by each party and an umpire to be selected by said arbitrators if they cannot agree, and the decision of any two of these three to be final.

4. This agreement contains the entire contract between the parties and shall inure to the benefit of and be binding upon their respective heirs, legal representatives and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or, if a corporation, has caused this conveyance to be executed by its proper officers, with its corporate seal affixed, being thereunto duly authorized by appropriate corporate action, and has delivered these presents to the Grantee on the day and year first above written.

Signed, sealed and delivered

in the presence of:

Mary Ellen Moore  
W. T. Latham

J. B. Ricketts, as Trustee (L. S.)  
Grantor.

State of South Carolina,  
County of Greenville.

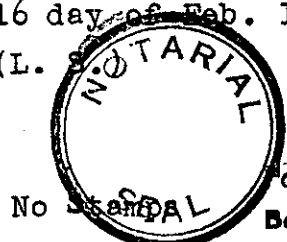
Probate.

Personally appeared before me Mary Ellen Moore and made oath that she saw the within named J. B. Ricketts, as Trustee, as Trustee, sign, seal and, as his act and deed, deliver the within written agreement, and that she with W. T. Latham witnesses the execution thereof.

Sworn to before me this 16 day of Feb. 1944.

J. Rolfe Babb (L. S.)  
Notary Public.

Mary Ellen Moore.



No.        or True Consideration See Affidavit  
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Recorded April 28th, 1944 at 10:00 A. M. #4499 BY: E.G.