

event shall the width of the right of way hereby granted exceed forty (40) feet.

- 2. If construction of the aforesaid industrial railroad siding is not begun within five (5) years from the date hereof, or if said industrial railroad siding is abandoned, this right of way shall cease and determine.
- 3. No building or site obstruction shall be placed on said right of way by the Grantee herein, its successors or assigns.
- 4. The Grantor reserves the right to cross the aforesaid industrial railroad siding with a road or equipment crossing located on the premises hereinabove described.
- 5. The Grantee shall pay all costs incident to the construction and maintenance of said industrial railroad siding; and all rails, ties and other construction materials shall be and remain the property of the Grantee.

In witness whereof the said granting corporation has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers, J. Roy Pennell, as President and Treasurer, and W.C. Smith, as Secretary on this the 8 day of October in the year of our Lord one thousand nine hundred and fifty-eight and in the one hundred and eighty-third year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of:

PENNEL & HARLEY, INC.

Margaret Queen  
Kathryn Huskey

BY: J. Roy Pennell  
And: W.C. Smith  
Secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PERSONALLY appeared before me Kathryn Huskey and made oath that she saw J. Roy Pennell as Pres - Treas and W.C. Smith as Secretary of Pennell & Harley, Inc., a corporation chartered under the laws of the State of South Carolina sign, seal with its corporate seal and as the act and deed of said corporation deliver the within

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