

Lease

This Indenture made and entered into this Sixteenth day of May, A. D. 1930, by and between N. C. Poe (widower) of Greenville, S. C. hereinafter called "Lessors", and Hercules Powder Company, a Corporation organized and existing under the laws of the State of Delaware, hereinafter called the "Lessee"; Witnesseth That the Lessors do hereby lease, demise and let unto the Lessee, its successors and assigns, certain land and premises, situate in Greenville County, State of South Carolina. More particularly described as follows, to wit: A part of that certain tract of land transferred from Nit White Joe to N. C. Poe by deed, dated June 1st, 1922, and recorded in Deed Book, No. 22, page 3, in R. M. C., Greenville, S. C., having the following metes and bounds: Starting at a point in center of road at Northeast end of Jarr's Bridge, and running thence in a Southeasterly direction making an angle of sixty degrees, with center line of said bridge 650 feet to the point of beginning; thence in this same direction 400 feet to a point; thence in a Northeasterly direction making an angle of 90 degrees with first line, 300 feet; thence parallel to the first line in a Northeasterly direction 400 feet; thence in a Southeasterly direction 300 ft. to the point of beginning containing 2.4 acres of land more or less, exclusive of that portion of this tract encroached upon by Lake of Southern Power Company, together with all rights, easement, and appurtenances thereto belonging or usually held or enjoyed therewith; and also right of ingress, egress and regress to and from the demised premises over, across and upon other lands of the Lessors adjacent thereto, with privilege to construct on said demised premises and adjacent lands of Lessors such road or roads as Lessee may deem necessary said roads to be for sole and exclusive use of Lessee.

To have and to hold the same unto the Lessee, its successors and assigns, for the terms of one year from the first day of May 1930, and from year to year thereafter, at and for an annual rental of Two Hundred dollars (\$200.00) payable annually in advance on the first day of May; provided however, that either party may determine and cancel this lease at the expiration of any year during the life thereof by giving to the other six months previous notice of such determination and cancellation.

And in consideration of the renting as aforesaid, and of the sum of One dollar (\$1.00) from the Lessee to the Lessors in hand paid, the receipt whereof is hereby acknowledged, the Lessors Covenant and Agree with the Lessee as follows, to wit:

1. That the Lessee may peaceably hold and enjoy the said premises during all the time above mentioned without any interruption by the Lessors, their heirs and assigns, or any person claiming by, through or under them or any of them.
2. That the above described premises may be used for the handling and storage of explosives and blasting supplies, and that the Lessee may at any time remove any and all buildings or improvements which it owns or which it may place or cause to be placed upon said premises.
3. That the Lessee shall have, and is hereby granted, the option of continuing the terms of this lease for the additional period above stated upon the terms and conditions herein contained, and such option may be exercised by the continued occupancy of the said premises by the Lessee after the expiration of the terms hereby granted.
4. Lessors Agree that no explosives Magazine will be erected on their property within 500 feet of Magazines of Lessee, without the written consent of the Lessee first had and obtained.
5. It is expressly agreed between both parties to this Lease that the Lessors shall not be held liable in damage for any injuries or loss of property caused by any explosion