

construction, operation and maintenance of a sidetrack to serve the warehouse of The Black Hawk Corporation located east of said tract of land above described, the location of said right of way being approximately as shown by yellow line on said Drawing F-1415; and also excepting from this conveyance and reserving unto Piedmont and Northern Railway Company, its successors and assigns, a right of way of such width as may be necessary for the construction, operation and maintenance of a side track to serve the building or buildings constructed, or to be constructed, upon said tract of land by J. P. Stevens & Co., Inc., its successors or assigns, said right of way extending from a point in the southwesterly corner of said tract of land in the northerly margin of said right of way 25 feet in width hereinabove excepted and reserved, in a northeasterly direction to Station 1 plus 40 C.P., the location of said right of way being approximately as shown by green line on said Drawing F-1415.

Said property is conveyed subject to the following conditions and restrictions:

1. No building or permanent structure shall be placed upon said property nearer than 50 feet from the easterly margin of the street or roadway dedicated to Greenville County by Piedmont and Northern Railway Company paralleling the westerly boundary of said tract of land, as shown on said print of Drawing F-1415.

2. The said J. P. Stevens & Co., Inc., its successors and assigns, shall, at its own cost and expense, at all times provide and maintain ample drainage where the westerly property line crosses the spring branch approximately at the location shown on said print of Drawing F-1415, so as to afford unobstructed drainage of property of said Piedmont and Northern Railway Company lying west of the tract of land conveyed by this deed.

3. That the floor grade of any building or buildings erected upon said tract of land by J. P. Stevens & Co., Inc., its successors or assigns, shall be designed so as to meet the requirements of Piedmont and Northern Railway Company in the construction, operation and maintenance of a spur track to serve said tract of land or any part thereof.

4. That J. P. Stevens & Co., Inc., its successors or assigns, shall, within one year from the date of this deed, construct upon said tract of land a storage warehouse or manufacturing or processing building with masonry walls, concrete floor and built-up roof, containing approximately 125,000 square feet of floor space, and should J. P. Stevens & Co., Inc., its successors or assigns, fail to construct said building, as in this paragraph provided, said J. P. Stevens & Co., Inc., its successors or assigns, shall reconvey said property to Piedmont and Northern Railway Company at and for the price being paid by J. P. Stevens & Co., Inc., to Piedmont and Northern Railway Company for this conveyance.

5. The above conditions and restrictions shall be covenants running with the land and shall be binding upon the said J. P. Stevens & Co., Inc., its successors and assigns.

J. P. Stevens & Co., Inc., its successors and assigns, covenants and agrees that all surplus suitable fill material remaining after the site preparation for the building or buildings to be constructed upon said tract of land is completed will be placed, at the cost and expense of J. P. Stevens & Co., Inc., its successors or assigns, on land of Piedmont and Northern

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