

An Agreement, made and entered into this 19 day of April 1932, by and between Southern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of Virginia, hereinafter for convenience styled the Railway Company, party of the first part; and

Dunean Mills, a corporation organized and existing under and by virtue of the laws of the State of South Carolina, hereinafter for convenience styled the Licensee, party of the second part;

W I T N E S S E T H:

That the Railway Company, for and in consideration of the covenants of the Licensee, hereinafter expressed, and of other good and sufficient considerations thereunto moving it, hereby given and grants unto the Licensee the right or license, determinable as hereinafter expressed, to fence off and occupy and use for beautification purposes two (2) certain strips, pieces or parcels of the right of way of the Railway Company for its main track running between Columbia and Greenville, together containing 1.305 acres, at Greenville, in the County of Greenville and State of South Carolina; Together with the right or license to maintain upon the aforesaid parcels of right of way of the Railway Company the existing dwelling house, cow barn, garage and other structures of the Licensee now located upon the same; All being substantially as shown upon the blue-print of sketch dated February 18, 1932, hereunto annexed and made a part of this agreement, the said parcels of right of way being delineated in red thereon.

And the Licensee hereby covenants and agrees in consideration of said license;

1. That the said structure shall be maintained upon the locations described herein and as indicated upon said blue-print hereto attached, and shall not be relocated upon the right of way of the Railway Company, without the consent, in writing, of the Railway Company; the Licensee hereby agreeing to assume the risk of loss of or damage to same or any other property of the Licensee upon the said premises, accruing from fire set out by locomotives or otherwise, and to indemnify the Railway Company and save it harmless from liability in the premises; and moreover, the Licensee will, at all times during the life of this agreement, keep the premises around and about said structures clean and free of waste paper, trash or any unsightly or inflammable matter.

2. That it will pay all taxes, licenses or other charges which may be assessed or levied upon the business conducted or property, fixtures or improvements placed or maintained by the Licensee upon the said above described premises of the Railway Company, or against the Railway Company by reason of the location of such business, property, fixtures or improvements of the Licensee upon said premises of the Railway Company.

3. That in the event that the Railway Company shall, at any time hereafter during the life of this agreement, require vacation of the whole or any part of its right of way occupied by said structures of the Licensee, or any of them, then and in such event, the Licensee will, upon thirty (30) days' notice, in writing, so to do, served upon it by the Railway Company, remove said structures, or any of them, from the right of way of the Railway Company, and restore said right of way to its condition existing prior to the construction of said structures thereupon; or in default thereof, the Railway Company may itself remove the same, or any of them, and restore the condition of said right of way, at the expense of the Licensee.

And it is Mutually Covenanted and Agreed:

4. That this agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto, as well as upon the parties themselves.

In witness whereof, the parties hereto have caused these presents to be executed and their corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

H. L. Rose,
G. B. LeFoe.

Subscribing witnesses as to Railway Company:



Southern Railway Company,
BY: F. S. Wynn,
Vice President.

L. S.
Attest:

Guy E. Mauldin,
Assistant Secretary.

Signed, sealed and delivered in the presence of:

H. A. Orr.
Wyman McDaniel.

Subscribing witnesses as to Licensee.



DUNEAN MILLS.
BY: R. E. Henry,
President.

L. E.
Attest

David Cardwell
Secretary.

(OVER)

See Plant Book "H" page 206.