

An Agreement, made and entered into this 3rd day of March, 1934, 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 Southern Bleachery, Inc., and Piedmont Print Works, both corporations organized and existing under and by virtue of the laws of the State of Delaware, hereinafter for convenience styled the Licensees, parties 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 Licensees hereinafter expressed, and of other good and sufficient considerations thereunto moving it, hereby gives and grants unto the Licensees the right or license, determinable as hereinafter expressed, to maintain the existing fence (with double swing gates located therein) heretofore constructed by the Licensees upon and along the northerly side of the right of way of the Railway Company for its main tracks running between Washington and Atlanta, at Taylor, in the County of Greenville and State of South Carolina, for the purpose of protecting the respective properties of the Licensees abutting said right of way, as shown colored red upon the blue-print of Tracing 482, dated January 2, 1934, hereunto annexed and made a part of this agreement.

And the Licensees hereby, jointly and severally, covenant and agree in consideration of said license;

1. That the Licensees will, at all times during the life of this agreement, maintain the said gates located in said fence at the point where the same crosses a certain spur track operated by the Railway Company to serve the business of the Licensees, as shown upon the said blue-print hereto attached, at their own cost and expense; said gates shall be equipped with the Railway Company's standard switch lock, so applied that the gates may be locked from the outside. The Licensees shall provide substantial devices on each side of said spur track to which the gates may be fastened and made stationary when it is desired to operate trains, engines or cars through the opening; said devices to be so arranged that when the gates are fastened thereto the distance between the side of each gate and the said spur track will at no point be less than eight (8) feet in the clear.

2. That the Licensees shall, and covenant hereby that they will, assume all responsibility for the safe and proper maintenance and use of said fence and gates, and will protect and indemnify the Railway Company and save it wholly harmless from the consequences of any property loss or damage, death or personal injury whatever, accruing from or by reason of any act, negligence or default of the Licensees in respect of the construction, maintenance or use of said fence and gates or by reason of the presence of the same upon and along said right of way and across said spur track.

3. That in the event that the Railway Company shall, at any time hereafter during the life of this agreement, require for its railroad purposes the whole or any part of its right of way enclosed by said fence and occupied by the Licensees hereunder, then and in such event, the Licensees will, upon thirty (30) days' notice, in writing, so to do, served upon them by the Railway Company, remove said fence 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 fence thereupon; or, in default thereof, the Railway Company may bring an action to require the removal of said fence by the Licensees or may itself remove the same from and restore the condition of said right of way, at the expense of the Licensees.

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 presence of:

I. L. Rose,

G. B. LeFoe,

Subscribing witnesses as to
Railway Company.



Southern Railway Company,

BY: John B. Hyde,

Vice President.

(L. S.) Attest:

Guy E. Mauldin,
Assistant Secretary.

Signed, sealed and delivered,
in presence of:

W. T. Kennedy, Jr.

C. L. Woodside,

Subscribing witnesses as to
Southern Bleachery, Inc.

Southern Bleachery, Inc.,

BY: H. R. Stephenson

President.

L.S.

Attest: P. D. Sellers,
Secretary.