

THIS AGREEMENT, made and entered into this 27 day of June 1956, 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

CLYDE DOBSON, LEONARD DOBSON, LAWRENCE DOBSON and ROY DOBSON, all of Greer, South Carolina, copartners trading as Dobson Cotton Warehouse, hereinafter for convenience styled the Licensees, parties of the second part;

WITNESSETH:

1. That the Licensees have heretofore entered upon and are now occupying and using a certain strip, piece or parcel of the right of way or property of the Railway Company, at GREER, in the County of Greenville and State of South Carolina, for driveway purposes, as a loading area and for the maintenance thereupon of a concrete platform, in dimensions 10 feet by 15 feet; said parcel of right of way or property having an area of 1800 square feet, more or less, the location and dimensions of which are substantially as shown in red outline on print of Drawing No. A-12250, dated August 15, 1955, hereunto annexed and hereby made a part of this agreement. The Licensees, moreover, from time to time, also use adjoining premises of the Railway Company, situate between the southerly boundary of the premises hereinabove described and house track No. 471-8 of the Railway Company, for the operation of a movable ramp.

2. That it is agreed between the parties hereto that the parties of the second part occupy said right of way or property of the Railway Company at their own risk, and that in the event that the Railway Company shall at any time hereafter require for its railroad purposes the whole or any part of its right of way or property, which is of the width indicated on the attached print, so occupied and used by the Licensees, then and in such event the Licensees will vacate said right of way or property and discontinue the use thereof and quietly and peaceably surrender to the Railway Company possession of said premises so occupied by them, within thirty (30) days from the date when the Railway Company shall have served upon them notice, in writing, so to do.

3. That the Licensees will protect and indemnify the Railway Company and save it wholly harmless from and against the consequences of any and all loss of life, personal injury or property loss or damage whatsoever, accruing or suffered or sustained from, arising by reason of, occasioned by or in connection with the operation, use or removal of said ramp upon said right of way or property of the Railway Company or upon or near said house track of the Railway Company.

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 Railway Company has caused these presents to be executed and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, and the said Licensees have hereunto subscribed their names and affixed their seals, as of the day and year first above written.

Signed, sealed and delivered in presence of: [Signatures] Subscribing witnesses as to Railway Company.

Signed, sealed and delivered in presence of: [Signatures] Subscribing witnesses as to Licensees.

6-5-56 DT/jaj 1394

SOUTHERN RAILWAY COMPANY, By [Signature] Vice President.

[Seal] ATTEST: [Signatures] Assistant Secretary, Clyde B. Coburn (L.S.), Lawrence Dobson (L.S.), Leonard A. Dobson (L.S.), Roy Dobson (L.S.) Copartners trading as Dobson Cotton Warehouse.

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