

THIS AGREEMENT, made and entered into this 25th day of

November \_\_\_\_\_, 1964, by and between

SOUTHERN RAILWAY COMPANY, a Virginia corporation, herewith for convenience styled Railroad, party of the first part; and

PAUL M. SIMPSON, surviving executor under the Will of J. A. Simpson; Joy Simpson Sinclair as heir and devisee under the Will of J. A. Simpson and under the Will of L. F. Simpson, Jr.; L. F. Simpson, III as executor under the Will of L. F. Simpson, Jr. and as heir and devisee under the Will of J. A. Simpson and under the Will of L. F. Simpson, Jr.; Eunice A. Baswell (mortgagee), and R. F. Melton (lessee), hereinafter styled Licensees, parties of the second part;

W I T N E S S E T H

1. Licensees have constructed and are now maintaining, or have an interest in the maintenance of, an underground septic tank and three (3) underground drain pipes upon the right of way or property of Railroad for its main track running between Greenville and Columbia, at Oakvale, Greenville County, South Carolina, said tank and pipes being located substantially as shown in red on print of Drawing No. A-11974, dated June 30, 1954, hereunto annexed and hereby made a part of this agreement.

2. It is agreed between the parties hereto that Licensees maintain said tank and pipes upon said right of way or property of Railroad with the consent of Railroad and at the risk of Licensees. In the event that Railroad 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 said print) so occupied and used by Licensees, then and in such event Licensees will, at the cost and expense of Licensees, vacate said right of way or property and remove all of their property therefrom and quietly and peaceably surrender to Railroad possession of said premises so occupied by Licensees

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