

TITLE TO REAL ESTATE

AN AGREEMENT, made and entered into this 9th day of September, 1941, 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

C. G. Burris, of Piedmont, in 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, as hereinafter expressed, and of other good and sufficient considerations thereunto moving it, hereby gives and grants unto the Licensee, in so far as the Railway Company's present title enables it so to do, the right or license, determinable as hereinafter expressed, to enclose with a fence and occupy and use, for pasturage purposes, a certain lot, piece or parcel of the right of way of the Railway Company for its main track running between Columbia and Greenville, at or near PIEDMONT, in the County of Greenville and State of South Carolina, containing 17,020 square feet, more or less, of space; the location and dimensions of same being substantially as shown delineated in red upon the blue print of Drawing A-8181, dated July 3, 1941, hereunto annexed and made a part of this agreement.

AND the LICENSEE hereby covenants and agrees in consideration of said license:

1. That he will erect said fence and at all times thereafter during the life of this agreement maintain the same at his own cost and expense, and in all respects in accordance with the reasonable requirements of the Railway Company and in such manner as to prevent live stock from breaking through or crossing over or under said fence.

2. That the Licensee accepts the privilege hereby granted with full cognizance of the risk of loss of or damage to said fence, or of property of the Licensee or others on said portion of said right of way so enclosed, which may be caused by fire set out by locomotives operated upon the tracks of the Railway Company, or of injury to or destruction of live stock which may escape from the said enclosed premises, or from the adjoining premises of the Licensee, upon the right of way and tracks of the Railway Company; and in consideration of the privilege hereby granted, the Licensee covenants that the privilege is to be used and enjoyed solely at the risk of the Licensee, and that the Railway Company shall assume no responsibility in the premises; the Licensee hereby specifically agreeing to indemnify and save harmless the Railway Company against liability for any such loss, destruction, injury or damage, whether the same may result from the negligence of the Railway Company or otherwise.

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 Licensee hereunder, then and in such event, the Licensee will, upon thirty (30) days' notice, in writing, so to do, served upon him by the Railway Company, remove said fence from the right of way of the Railway Company, vacate said right of way and restore the same to condition existing prior to the erection of said fence thereupon; or, in default thereof, the Railway Company may bring an action to require the Licensee to remove said fence and vacate said right of way or may itself re-enter upon said right of way, remove said fence from and restore the said 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, heirs and assigns of the parties hereto as well as upon the parties themselves.

IN WITNESS WHEREOF, the parties hereto have executed these presents, in duplicate, each part being an original, as of the day and year first above written.

Signed, sealed and delivered, in presence of:

J. W. Martin

Charles G. Day

Subscribing witnesses.

SOUTHERN RAILWAY COMPANY,
BY: John B. Hyde, Vice President,
Attest: Guy E. Mauldin,
Assistant Secretary

