

FILED
GREENVILLE CO. S. C.

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CLLIE W. BARTON
R. M. S.

THIS AGREEMENT, made and entered into by and between

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

BROADUS C. SIMS, of Greenville, South Carolina, hereinafter styled Licensee, party of the second part;

W I T N E S S E T H:

THAT the PARTIES HERETO agree as follows:

1. Railroad hereby grants unto Licensee, in so far as Railroad's title enables it so to do and without warranty, the right to fence off, occupy and use, for purposes hereinafter mentioned, a strip or parcel of right of way or property of Railroad for its main track running between Greenville and Columbia, at GREENVILLE, South Carolina, having an area of 1,496 square feet, more or less; the southwesterly corner of said fence being located at a point 15.3 feet distant northeastwardly, measured at a right angle, from the center line of said main track as measured from a point therein 1,075 feet southeast of Milepost V-143; the location and dimensions of said premises being substantially as shown in red outline on print of Drawing No. B-6688, dated January 23, 1958, last revised September 25, 1959, hereunto annexed and hereby made a part of this agreement; TOGETHER with the right to maintain upon said premises and under Track No. 143-25 the existing unloading pit of Licensee now located thereupon, as shown on said annexed print, which said structures shall not become fixtures upon the realty but shall remain the property of Licensee and be removed upon the termination of this agreement in accordance with the provisions of Article 9.
2. Licensee will use said premises for the unloading, storage and handling of coal received by Licensee over the lines of Railroad and its connections, and will use the same for no other purpose.
3. This license is a personal privilege to Licensee hereunder, and shall not be transferred or assigned without the written consent of Railroad; nor shall Licensee, without such consent, permit said premises to be used for any purpose by any other person.
4. Said fence shall be maintained upon the premises described herein and as shown on said annexed print and shall not be relocated upon the property of Railroad without the written consent of Railroad. Licensee will prevent the posting of advertising signs upon said premises, except the usual business sign of Licensee; and, moreover, Licensee will keep said premises clean and free of waste paper, trash or any unsightly or inflammable matter.
5. Licensee will pay all taxes, licenses or other charges assessed or levied upon the property of or business conducted by Licensee upon said premises of Railroad, or against Railroad by reason of the location of such property or business of Licensee upon said premises.
6. Licensee shall at all times keep and maintain said unloading pit upon said premises and under said track, in such condition that said pit, or the use thereof by Licensee, shall not be an obstruction to, or interfere with, the

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