

An agreement, made and entered into this 3rd day of September 1927, by and between  
 Southern Railway Company a corporation organized and existing under and in virtue of the laws of the State of Georgia, hereinafter for convenience styled the Railway Company, party of the first part;  
 Mrs. C. M. Dault, of Greenville, in the State of South Carolina, hereinafter for convenience styled the Licensee, party of the second part;

Witnesseth:  
 That the Railway Company, for and in consideration of the sum of Five Dollars (\$5.00) to it in hand paid by the Licensee, the receipt whereof is hereby acknowledged, and of the covenants of the Licensee upon her part to be kept and performed, as hereinafter expressed, hereby gives and grants unto the Licensee the right or license, determinable as hereinafter expressed, to maintain the existing portions of the store building, dwelling and shed heretofore constructed by the Licensee upon the southeasterly side of the right of way of the Railway Company in its main track running between Charlotte and Triana, in Greenville, in the County of Greenville and State of South Carolina; the location and dimensions of said structures upon said right of way of the Railway Company being substantially as shown in red upon the blue print of sketch dated July 13, 1927, hereto annexed and made a part of this agreement.

And the Licensee hereby covenants and agrees in consideration of said license:  
 1. That the said structures shall be maintained upon the locations indicated in red upon said blue print hereto attached, and shall not be relocated upon the right of way of the Railway Company, without the consent, in writing, of the Railway Company; and moreover, the Licensee will, at all times during the life of this agreement, keep the premises around and about said structures clean and free of waste paper, trash or any unsightly or inflammable matter.

2. That he will pay all taxes, licenses or other charges which may be assessed or levied upon the business, property or improvements conducted, placed or maintained by the Licensee upon the said above described premises of the Railway Company, or against the Railway Company by reason of the location of such business,

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property or improvements of the Licensee upon said premises of the Railway Company.

3. That the Licensee accepts the privilege hereby granted with full cognizance of the risk of damage to or destruction of said buildings, or any contents thereof, or of other property, fixtures or improvements of the Licensee or tenants or patrons of the Licensee by fire, which may be set out by locomotives operated upon the tracks of the Railway Company, or otherwise originating, and of the risks of other damage accruing from railroad operations, and with knowledge that fire may be communicated to buildings or property of the Railway Company or of others in the event that the buildings, property or improvements of the Licensee should be damaged or destroyed by fire; 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, injury or damage accruing from fire, however originating, or from any cause incident to railroad operations, whether the same may result from the negligence of the Railway Company or otherwise. This covenant shall run with the title to said buildings.

4. 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 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 structures 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 structures thereupon; or in default thereof, the Railway Company may itself remove the same and restore the condition of said right of way, at the expense of the Licensee.

And it is mutually covenanted and agreed:  
 5. That this agreement shall inure to the benefit of said be binding upon the respective

Over.