

An Agreement, made and entered into this 1st day of November, 1927, 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. F. Ostridge, 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 One dollar (\$1.00) to it in hand paid by the Licensee, the receipt whereof is hereby acknowledged, and of the covenants of the Licensee upon his part to be kept and performed, as hereinafter expressed, hereby gives and grants unto the Licensee the right of License, determinable as hereinafter expressed, to maintain upon the right of way of the Railway Company for its main track running between Columbia and Greenville, at Greenville in the County of Greenville and State of South Carolina, the existing portion of the garage building of the Licensee now located and constructed upon said right of way, occupying 48.4 square feet, more or less, of space; the location and dimensions of same being substantially as shown colored red upon the blue-ink map or sketch dated April 25, 1924, herewith annexed and made a part of this agreement.

And the Licensee hereby covenants and agrees in consideration of said license:

1. That the said garage shall be maintained upon the location indicated upon the said blue-ink map, 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 garage clean and free of waste, paper, trash or any unsightly or inflammable matter.

That he will pay all taxes, licenses or other charges which may be assessed or levied upon the business, property or improvements constructed placed or maintained by the

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Licensee upon the said above described premises of the Railway Company, or against the Railway Company, by reason of the location of such business, property or improvements of the Licensee upon said premises of the Railway Company.

2. That the Licensee accepts the privilege hereby granted with full cognizance of the risk of damage to or destruction of the said garage, or any contents thereof, or of other property, fixtures or improvements of the Licensee or tenants or bailee of the Licensee on the premises of the Railway Company by fire which may be set out by persons or things operated upon the tracks of the Railway Company, or otherwise, and of other risks of damage occurring 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 garage, property or improvements of the Licensee on the premises of the Railway Company should be damaged or destroyed by fire as aforesaid; 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, whether the same may result from the negligence of the Railway Company or otherwise. This covenant shall run with the title to said garage, property or other improvements upon said premises.

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, go to do, record upon him by the Railway Company, remove said garage 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 garage thereupon; or in default thereof,

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