

THIS AGREEMENT, made and entered into this 1st day of March, 1944, by and between SOUTHERN RAILWAY COMPANY, a corporation of the State of Virginia, hereinafter for convenience styled the Railway Company, party of the first part; and

GREENVILLE COTTON OIL MILL, INC., a corporation of 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, 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 occupy and use, for purposes hereinafter mentioned, two (2) certain lots, pieces or parcels of the right of way of the Railway Company for its main track running between Greenville and Columbia, at Piedmont, in the County of Greenville, State of South Carolina, having an aggregate area of 10063.4 square feet, more or less, the locations and dimensions of which are as shown in red delineation on blueprint of Drawing No. A-8741, dated July 23, 1943, revised August 5, 1943, hereunto annexed and hereby made a part of this agreement; it being understood that the right of way of the Railway Company is 300 feet in width, or 150 feet on either side of the center line of said (original C. & G. RR) main track; TOGETHER with the right to maintain upon said respective parcels of right of way the existing building (seed house), fence and scale of the Licensee, as indicated on said annexed blueprint, and the further right to maintain upon and across right of way of the Railway Company outside of said premises hereinbefore mentioned the existing overhead pipe conveyor of the Licensee extending in an easterly direction from said seed house building of the Licensee; the location of said conveyor being also shown in red on said hereinbefore referred to blueprint.

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

1. That it will use said parcels of right of way of the Railway Company, and the buildings and structures thereupon, for and in connection with the business of the Licensee as manufacturer of cottonseed products, and for the storage and handling of freights forwarded and received by the Licensee over the lines of the Railway Company and its connections, and will use said premises for no other purpose.

2. That said building shall be covered with metal or other noncombustible material; that said building, structures and facilities shall be maintained upon the locations described herein and as indicated upon said annexed blueprint, 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 building and structures clean and free of waste paper, trash or any unsightly or inflammable matter.

3. That it will not erect any buildings or structures, except as aforesaid, upon any portion of the right of way of the Railway Company, without the consent, in writing, of the Railway Company.

4. That the Licensee will maintain the said conveyor, at all times during the existence of the same upon the right of way of the Railway Company, in such condition that the said conveyor, or the use thereof by the Licensee, shall not be or become an obstruction to, or interfere with, the safe and proper maintenance and use of the right of way of the Railway Company or endanger life or limb of employees of the Railway Company or other persons on said right of way.

5. That it will pay all taxes, licenses or other charges which may be assessed or levied upon the business conducted or property, fixtures or improvements 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, property, fixtures or improvements of the Licensee upon said premises of the Railway Company.

6. That inasmuch as the use by the Licensee of property of the Railway Company in exercise of privileges herein granted may create risks of fire or other loss, injury, or damage which would not accrue except for such use, and the Railway Company would not grant said privileges except upon the condition that it shall be protected against any risk so created, the Licensee, in consideration of said privileges, and with warranty of its authority so to do, covenants hereby to protect and indemnify the Railway Company and save it wholly harmless from the consequences of any property loss or damage, death or personal injury, whatever, accruing or suffered or sustained from or by reason of any act, negligence or default of the Licensee, its agents, servants or employees, in or about or in connection with the exercise of the privileges hereby granted, or which may in any manner or to any extent be attributable thereto or to the presence of said building, structures and conveyor of the Licensee, or contents thereof, or any other property of the Licensee on premises of the Railway Company, and whether or not negligence on the part of the Railway Company, its servants or employees, may have contributed to the loss, injury or damage,

For Plat see Plat Book 71, Page 185.