

THIS AGREEMENT, made and entered into this 6 day of December, 1948, 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

J. P. STEVENS & CO., INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, 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 to occupy and use, for purposes hereinafter mentioned, seven (7) certain strips, pieces or parcels of the right of way of the Railway Company for its main track running between Columbia and Greenville, having an aggregate area of 6,870 square feet, more or less, at GREENVILLE, in the County of Greenville and State of South Carolina; TOGETHER with the right or license to maintain upon the aforesaid parcels of right of way of the Railway Company the existing buildings or structures, or portions thereof, of the Licensee now located upon the same; ALL being substantially as shown upon the blueprint of Drawing No. B-4028, dated August 17, 1948, hereunto annexed and made a part of this agreement and indicated thereon as encroachments on right of way by Dunean Mills; the said parcels of right of way being delineated in red thereon. See Plat Book W page 3.

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

1. That it will use said premises and the structures located thereupon in connection with the textile manufacturing business of the Licensee, and will use the same for no other purpose.

2. That the said structures shall be maintained upon the locations described herein and as indicated upon said blueprint 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; the Licensee hereby agreeing to assume the risk of loss of or damage to same or any other property of the Licensee upon the said premises, accruing from fire set out by locomotives or otherwise, and to indemnify the Railway Company and save it harmless from liability in the premises; 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.

3. 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.

4. That in the event that the Railway Company shall, at any time hereafter during the life of this agreement, require vacation of the whole or any part of its right of way occupied by said structures of the Licensee, or any of them, then and in such event, the Licensee will, upon ninety (90) days' notice, in writing, so to do, served upon it by the Railway Company, remove said structures, or any of them, from the right of way of the Railway Company and restore said right of way to its condition existing prior to the construction of

LOVE, THORNTON & BLYTHE

1948

OLLIE FARHSWORTH  
R.M.C.

7121 9 15 1948