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State of Georgia,

County of Richmond

THIS AGREEMENT, made on this 18th day of December 1905 Between Charles Garraux of the County of Greenville, State of South Carolina, party of the first part, and the CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY, party of the second part; WITNESSETH, That Whereas said party of the first part desires with the permission of the party of the second part, hereinafter called the Company, to occupy a portion of Right of Way of the said Company, in Greenville County, for private road through the H.C.Mark place; situated on old line between McGee Mill and Southern Railway, which is more fully shown by the annexed plat which is made a part of this paper, and

WHEREAS, the party of the first part is not desirous of affecting in any manner the right of the company to the full and undisturbed possession of the premises nor of interfering in any way with any of the rights of the Company relative thereto; and

WHEREAS, the said Company has consented that for the time hereinafter stated the party of the first part may occupy the premises as aforesaid; to wit: for such length of time as may seem proper to the said Company.

NOW, THEREFORE, in consideration of the premises and license aforesaid, the said party of the first part hereby covenants and agrees with the said Company, its successors and assigns, as follows:

First, That the party of the first part will save and hold harmless the said Company, its successors and assigns, from all damage, injury, or liability that may arise from the destruction or injury of any building, improvements, or personal property of any description, by fire or from any other cause whatever, whether the same should be attributable to the negligence of the employees of said company or not, where such damage, injury, or liability is caused, increased or in any manner contributed to by reason of the use of the premises hereunder, and the party of the first part agrees to insure and keep insured for benefit of party of second part the said building and contents and all personal property on said lot.

Second, That the party of the first part will save and hold harmless the Company, its successors and assigns, from all damage to any person that may partly or wholly arise from or be traceable to the occupancy of said premises by the party of the first part or any other person, whether such damage be caused by the negligence of the Company's employees or from any other cause whatever.