

State of Georgia,
 County of Richmond,
 this agreement made on this fourteenth day of February, 1906 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, S.C. for private road on right of way, through the H.C. Mark and E.E. Stone property, 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 THIRD, that the party of the first part does not now, nor will he set up title to said property against the Company, its successors or assigns, but will hold the same only as tenant at will, subject to the notice hereinafter specified. FOURTH, that the party of the first part covenants and agrees in consideration of the premises and license aforesaid, to surrender the said premises to the company, its successors or assigns, and remove all obstructions, buildings or improvements therefrom, upon receiving thirty (30) day's notice from the said company, its successors or assigns. Said notice may be given to any person in possession of the premises. FIFTH, that in case of failure to deliver said possession and remove obstructions, the Company its successors or assigns, shall have the right upon the expiration of the period above named, or at any time thereafter, to enter upon and take possession of the premises; and all buildings, improvements, structures and personal property then remaining thereon shall be, and become the absolute property of the said company without any accountability to the tenant or any other person. SIXTH, the tenant will pay the expense of recording this instrument, and any future agreements with reference to the premises. SEVENTH, the word "tenant" when used, shall include the party of the first part, his heirs executors, administrators, and any person who may enter upon said above described premises as his or their successors, licensee or assignee. EIGHT, _____ original of this agreement are executed simultaneously.

Signed, sealed and delivered in the Presence of.

George T. Bryan
 Chas M. Rabb, Jr.
 E.D. Harvey.

Charles Garraux, (L.S.)
 C&W.C. Ry. Co., (L.S.)
 by G.G. Lynch (L.S.)
 Gen- Supt.

R. S. Thompson.

State of South Carolina,
 County of Greenville,

Personally appeared before me Chas M. Rabb, Jr. and made oath that he saw Charles Garraux sign, seal and as his act and deed deliver the within written agreement for the uses and purposes therein mentioned, and that he with Chas M. Rabb, Jr.

in the presence of each other, witnessed the due execution thereof.

Sworn to before me, this 23rd.,

day of February, A.D. 1906.

Chas. M. Rabb, Jr.

W.C. Beacham,
 Notary Public.
 (NOTORIAL SEAL)

Recorded this 3rd., March 1906.