

THIS AGREEMENT, made and entered into this 12 day of March, 1945, 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

PIEDMONT MANUFACTURING COMPANY, 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, being (a) a lot or parcel of said right of way lying and being on the west side of said main track, and having an area of 39107 square feet, more or less, and (b) a parcel of said right of way lying and being on the east side of said main track, and having an area of 1789 square feet, more or less, the locations and dimensions of which are as shown in green delineation on blueprint of Drawing No. A-8715, dated June 23, 1943, last 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 in width on either side of the center line of said (original C & G RR) main track; TOGETHER with the right to maintain upon said parcels of right of way the existing buildings and structures of the Licensee, as indicated on said annexed blueprint, and the further right to maintain thereupon and upon and across the right of way of the Railway Company and its track No. 132-5 lying south of said main line right of way the existing three-quarter (3/4) inch water pipe line of the Licensee extending in a westerly direction from frame dwelling house of the Licensee located upon said parcel (a), hereinbefore mentioned; the location of said pipe line being 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 parcel (a) hereinbefore mentioned as a site or location for the maintenance of the existing dwelling house and out-houses of the Licensee, and for residential, domestic and gardening purposes; that it will use said parcel (b) hereinbefore mentioned as a site or location for the maintenance of the existing warehouse building of the Licensee, for the storage and handling of freights forwarded and received by the Licensee over the lines of the Railway Company and its connections; and the Licensee will use said premises of the Railway Company for no other purpose.

2. That said buildings shall be covered with metal or other noncombustible material; that said buildings, 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 buildings 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 pipe, at all times during the existence of the same upon the right of way of the Railway Company, in such condition that the said pipe, or the use thereof by the Licensee, shall not be or become an obstruction to, or interfere with, the safe and proper maintenance of the roadbed of the Railway Company or the tracks or structures upon the same, or endanger life or limb of employees of the Railway Company or other persons on the right of way of the Railway Company.

5. That in the event that the Railway Company shall, at any time hereafter during the life of this agreement, make any change in its roadbed, or the structures thereon, or construct any additional tracks or structures upon its said right of way, and shall find it necessary or advisable to disturb said pipe or change the location, grade or construction thereof in so doing, then and in such event the Licensee will, at its own cost and expense, upon notice, in writing, so to do, served upon it by the Railway Company, change the location, grade or construction of said pipe and thereafter maintain the same hereunder in all other respects as herein provided.

6. 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 said business, property, fixtures or improvements of the