

(Agreement 75 p)

Memorandum Of Agreement, made and entered into this 2nd day of September, 1914, by and between W.H. Suber, of the County of Greenville, South Carolina, party of the first part, and Piedmont & Northern Railway Company, a South Carolina corporation, party of the second part, hereinafter called the Railway Company;

WITNESSETH:

Whereas, the party of the first part has heretofore granted unto the Greenville, Spartanburg & Anderson Railway Company a right of way one hundred (100) feet in width through his premises in the County of Greenville, South Carolina, adjoining the lands of C.L. King, A.H. Payne, et al; and Whereas, the Railway Company is now occupying said right of way and has succeeded to all the rights of the G.S. & A. Railway Company; and

Whereas, in the construction of said line of railway through the premises of the party of the first part a certain fill was erected extending over and beyond the limits of said one hundred (100) foot right of way; and

Whereas, the Railway Company is desirous of acquiring additional right of way over the lands of the grantor on the northern side of said railway track, being a strip of land having a uniform width of thirty-two and one-half (32- $\frac{1}{2}$) feet and being parallel with the edge of the present right of way and extending from the lands of A.H. Payne to the lands of C.L. King, all of which is substantially shown on a blue print hereto attached, marked "A", and made a part of this agreement; and

Whereas at the time of the granting of said right of way the G.S. & A. Railway Company agreed in writing to protect the water rights of the party of the first part; and

Whereas, the party of the first part desires to raise his mill dam three feet, and the Railway Company has agreed to secure the necessary water rights from C.L. King; and

Whereas, the party of the first part has requested the Railway Company to locate a local flag stop at some convenient point on his premises; and

Whereas, the Railway Company desires the right to change the location of the public road through the premises to be located substantially as surveyed by the Railway Company's engineers, which locations are shown on the blue print hereto attached, marked "B".

NOW THEREFORE, in consideration of the premises and of the sum of Fifty and no/100 (\$50.00)

Dollars paid by the Railway Company to the party of the first part, the receipt whereof is hereby acknowledged, the parties hereto have agreed, and do agree, with each other as follows:

1. The said W.H. Suber does hereby forever release and discharge the Railway Company from any and all demands or damages caused by the construction of the fill of the Railway Company on the South side of said Railway track outside of the right of way heretofore granted, provided that the same style of construction for culvert or water way as is now in the old fill, shall be carried through the new, when built, so as to form a continuous passage-way.
2. The said W.H. Suber does hereby grant and convey unto the said Railway Company, its successors and assigns, the right, privilege and easement to construct, maintain, and operate its line or lines of railway upon and over a certain strip of land having a uniform width of thirty-two and one-half (32- $\frac{1}{2}$) feet and immediately adjoining the northern edge of the right of way of the Railway Company and extending from the lands of C.L. King to the lands of A.H. Payne through the property of the party of the first part.
3. The said W.H. Suber does hereby agree to convey to the Railway Company, or to the County of -

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(See Plat-Book Co. page 217)