

THIS AGREEMENT, made and entered into this 21st day of December, 1942, by and between

SOUTHERN RAILWAY COMPANY, a corporation, hereinafter for convenience styled the Railway Company, party of the first part; and

J. W. Smith, of Greenville, in the State of South Carolina, party of the second part;

W I T N E S S E T H:

1. THAT the said party of the second part has fenced in and is occupying and using, for agricultural purposes, a certain strip, piece or parcel of the right of way of the Railway Company for its main track running between Columbia and Greenville, at or near Greenville, in the County of Greenville and State of South Carolina, containing 1.28 acres, more or less, and more particularly described as follows, to-wit:

Beginning at the intersection of the northerly right of way line of the Railway Company with fence line of the party of the second part, said point of intersection being 100 feet distant northwestwardly (measured on radius of curve) from a point in said Main Track 1891 feet southwest of Milepost V-142; and running thence southeastwardly, on radius of curve in said main track, with fence line, 68 feet to a point 32 feet distant northwestwardly from center line of said main track; thence southwestwardly, with fence line, a distance of 283 feet to a point 33 feet distant northwestwardly from center line of said main track; thence continuing southwestwardly with fence line, 175 feet to a point 33 feet distant northwestwardly from center line of said main track; thence continuing southwestwardly, with fence line, a distance of 220 feet to a point 33 feet distant northwestwardly from center line of said main track; thence continuing southwestwardly, with fence line, a distance of 168 feet to a point 38 feet distant northwestwardly from center line of said main track; thence in a northwesterly direction, with fence line, a distance of 63 feet, more or less, to said northerly right of way line of the Railway Company, 100 feet distant northwestwardly from center line of said main track (measured at a right angle); thence northeastwardly along said right of way line at all points 100 feet distant northwestwardly from center line of said main track 836 feet, more or less, to the point or place of beginning;

being substantially as shown in red delineation upon the blue print of Drawing No. A-8543, dated October 15, 1942, hereunto annexed and made a part of this agreement.

2. That the said right of way of the Railway Company is 100 feet in width on the north side of said main track of the Railway Company, measured northwardly from and at right angle to or on radius of curve in the center line of said main track, as shown on said annexed blueprint.

3. That the said party of the second part claims no title to the portions of said right of way so occupied as above and occupies the same at his risk and as tenant of the Railway Company, which agrees hereby that the said party of the second part may so occupy the same until his said right so to do shall be revoked as hereinafter provided.

4. It is further agreed between the parties hereto that in the event that the Railway Company shall at any time hereafter require for its railroad purposes the whole or any part of its right of way so occupied and used by him, as aforesaid, then and in such event, the said party of the second part will vacate said right of way, remove his said fence therefrom, and quietly and peaceably surrender to the Railway Company possession of the premises so occupied by him, within ninety (90) days from the date when the Railway Company shall have served upon him notice, in writing, so to do.

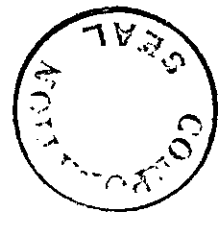
5. That this agreement shall inure to the benefit of and be binding upon the respective successors, heirs and assigns of the parties hereto, as well as upon the parties themselves.

IN WITNESS WHEREOF, the parties hereto have executed these presents, in duplicate, each part being an original, as of the day and year first above written.

Signed, sealed and delivered, in the presence of:

Hobart R. House W.B.  
John B. Connell  
Subscribing witnesses.

SOUTHERN RAILWAY COMPANY,  
BY: John B. Hyde,  
Vice-President.



Signed, sealed and delivered, in presence of:

T. R. Watson  
W. E. Holland  
Subscribing witnesses.

L. S.  
ATTEST:  
Guy E. Mauldin  
Assistant Secretary

11-27-42 HH:cb  
34389

J. W. Smith (L. S.)

For Blue Print in connection with this Agreement See Plat Book M, Page 63