

THIS AGREEMENT, made and entered into this 14th day of March, 1946, 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

A. J. Harvey, T. G. Harvey and Florence Harvey, of Greenville County, South Carolina, parties of the second part:

W I T N E S S E T H

1. That the said parties of the second part have fenced off and are occupying and using, for pasturage purposes, a certain lot, piece, or parcel of the right of way of the Railway Company for its main track running between Columbia and Greenville, at or near OAKVALE, in the County of Greenville and State of South Carolina, having an area of 14,600 square feet, more or less, more particularly described as follows: to-wit:

BEGINNING at a corner in existing fence of the parties of the second part 21 feet distance southeastwardly (measured at a right angle to center line of main track) from a point in said center line 3083.5 feet north of Milepost V-137 on said railroad; and running thence in a northeasterly direction, with fence line, parallel to and 27 feet distance southeastwardly from center line of said Main track, a distance of 200 feet; thence in a southeasterly direction, with fence line, a distance of 74.63 feet to the easterly right of way line of the Railway Company, 100 feet distant southeastwardly from center line of said main track (measured at a right angle); thence in a southwesterly direction, along said right of way line, parallel with and 100 feet distant southeastwardly from center line of said main track, forming an interior angle of 78° with last mentioned course, a distance of 200 feet to intersection with southerly fence line of the parties of the second part; thence in a northwesterly direction, with fence line, a distance of 74.63 feet, more or less, to the point or place of beginning.

All being substantially as shown in red upon the blueprint of Drawing No. A-8981, dated August 11, 1944, hereunto annexed and hereby made a part of this agreement.

2. That the said right of way of the Railway Company is two hundred (200) feet in width or one hundred (100) feet in width on either side of the center line of said (original C&G) main track of the Railway Company.

3. That the parties of the second part occupy said parcel of right of way recognizing it as the right of way of the Railway Company, and the Railway Company agrees that the parties of the second part may so continue to occupy the same until said right of way shall be needed by the Railway Company for its railroad purposes, 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 the parties of the second part, as aforesaid, then and in such event, the said parties of the second part will vacate said right of way, remove their said fence therefrom, and quietly and peaceably surrender to the Railway Company possession of the premises so occupied by them, within thirty (30) days from the date when the Railway Company shall have served upon them 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 present, in duplicate, each part being an original, the day and year first above written.

Signed, sealed and delivered

in the presence of:

James T. Smiley

John B. Connell

Subscribing witnesses as to  
Railway Company.

Signed, sealed and delivered

in the presence of:

P. A. Bonham

H. E. Nolan

Subscribing witnesses as to  
party of the second part.

SOUTHERN RAILWAY COMPANY,

BY John B. Hyde

Vice President

ATTEST:

R. L. Eddington

Assistant Secretary



A. J. Harvey

T. G. Harvey (L.S.)

Florence Harvey

DISTRICT OF COLUMBIA, )  
CITY OF WASHINGTON ) ss:

On this 13th day of April, 1946 at my office in said City aforesaid, personally appeared before me, Hobart R. House, a Notary Public in and for the District of Columbia, James T. Smiley, to me known, and known to me to be one of the subscribing witnesses to the