

48 THIS AGREEMENT, made and entered into this 6th day of December, 1947, by and between

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

J. H. TOLLISON, of Greenville, in the State of South Carolina, party of the second part;

WITNESSETH:

1. That the said party of the second part has fenced in and is occupying and using, for agricultural and pasturage 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 OAKVALE, in the County of Greenville and State of South Carolina, having an area of 30,590 square feet, more or less, the location and dimensions of which are substantially as shown in red delineation upon the blueprint of sketch, dated November 15, 1946, hereunto annexed and 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 (C&G) main track of the Railway Company.

3. That the said party of the second part claims no title to the portion 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 said Railway Company has caused these presents to be executed and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, and the said Licensee, party of the second part, has hereunto subscribed his name and affixed his seal, as of the day and year first above written.

Signed, sealed and delivered, in presence of:
James V. Smiley
Henry Lee
J. M. Wilson
Subscribing witnesses.

SOUTHERN RAILWAY COMPANY,
By
John B. ...
Vice President.

L. S.
ATTEST:
R. E. ...
Assistant Secretary.

Signed, sealed and delivered, in presence of:
Henry Lee
J. M. Wilson
Subscribing witnesses.

J. H. Tollison
L. S.
J. H. Tollison.

For Plat in connection with this Agreement See Plat Book Z, Page 17