

JAN 10 1959
R.M.C.

BOOK 616 PAGE 41

CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY

Agreement Covering Occupation Of Right Of Way

WHEREAS, we, the undersigned, wish to use and occupy, for yard purposes in connection with trailer court, a certain portion of the CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY'S right of way at Simpsonville, in the County of Greenville, State of South Carolina, more particularly described as follows:

Beginning at a point on the southeastern line of Richardson Street and 34.74 feet northeast of centerline of main track, as measured along said southern line of Richardson Street; thence in a southerly direction, parallel to and 30 feet from said centerline of main track, a distance of 170 feet, more or less; thence in a southeasterly direction a distance of 21.56 feet, more or less; thence in a northerly direction, along the eastern boundary line of the Railway Company's right of way, a distance of 193.0 feet, more or less, to a point on the said southeastern line of Richardson Street; thence in a southwesterly direction, along the said southeastern line of Richardson Street, a distance of 23.16 feet, more or less, to the point of beginning; right of way of the Railway Company at this location being 150 feet wide, that is, 50 feet on eastern side of centerline of main track and 100 feet on the western side of said centerline.

All more clearly shown in red on print attached hereto and made a part hereof.

WHEREAS, we do not claim any interest in or any right to the use of said portion of said right of way, but have requested that we be allowed to use said portion of said right of way, as aforesaid, at the pleasure and by the sufferance of said Railway Company; and

WHEREAS, said Railway Company has agreed that we may use and occupy said portion of its right of way until the actual occupation of same is desired by said Railway Company in the exercise of its lawful purposes - provided such use is at all times consistent with the use of said Railway Company - and subject to the conditions and limitations hereinafter set forth;

NOW, THEREFORE, In consideration of the premises and other valuable considerations, we have agreed and do hereby, for ourselves, executors, administrators, heirs and assigns, covenant and agree with the Charleston & Western Carolina Railway Company, its successors and assigns, as follows:

That we will at all times keep said portion of said right of way free and clear of any and all combustible and inflammable matter and will not erect thereon any buildings or structures of a permanent nature; that we will hold and use said portion of said right of way at all times subject to the rights, uses and occupation of said Railway Company; that we will indemnify and save harmless the said Railway Company, its successors and assigns, from and against all loss, costs, expense, claims, suits and judgments whatsoever in connection with injury to or death of any person or persons, or loss of or damage to property caused by or in any way connected with our use of said portion of right of way, whether such injury, death, loss or damage results from any cause whatsoever; and that we will at any time said Railway Company so elects, after thirty days' notice in writing, quit and vacate said portion of right of way and remove any and all obstructions therefrom at our own expense.

WITNESS our hands and seals this 14 day of January, 1959.

Executed in the presence of:

x F. Bluth Moore

x [Signature]

x Zelma B. Adams

x Ella A. Brudette

For Plats See Deed Book 616, pages 39 and 40

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