

- (3) North 20° 27' East, for A distance of one hundred and forty-two (142) feet to a rail at the point indicated by the letter "D" upon the said map; thence
- (4) South 70° 21' East, for a distance of forty feet (40) to the point or place of beginning; Being a parcel of land forty (40) feet in width by one hundred and fo.ty-two (142) feet in length, bounded on the North and West by other property of the LESSORS, and on the South and East by the property of the Railway Company.

TO HAVE AND TO HOLD the said above mentioned and described land, together with the appurtenances unto the Railway Company, its successors and assigns, for and during the term of NINETY-NINE (99) YEARS, beginning on the second day of August, A. D. 1909, and to be fully complete and ended on the 31st day of July, which will be in the year 2008 upon the Railway Company's YIELDING AND PAYING unto the Lessors, their executors, administrators, heirs and assigns the yearly rent of sum of ONE DOLLAR, payable at the end of each year during the term hereby created.

THE RAILWAY COMPANY hereby covenants, for itself and its successors and assigns unto and with the Lessors, that it will pay promptly, when due, any and all taxes which may be levied or assessed upon or against the said demised premises or the Lessors during the said term, and will, at the expiration of the said term, quietly and peaceably surrender the said demised premises unto the Lessors, their personal representatives, heirs or assigns, or the Railway Company will so surrender the said premises to the Lessors, upon their demand, without suit or process in the event of default by the Railway Company in the performance of or compliance with any of its covenants herein contained. In default of such surrender, in either of such events the Lessors, their personal representatives, heirs or assigns, may re-enter upon the said premises, oust the Railway Company and all persons holding under it therefrom and again possess and enjoy the said premises as of their own proper estate,

And the LESSORS for themselves, their personal representatives, heirs or assigns, covenant and agree unto and with the Railway Company, that it, the Railway Company, faithfully keeping and performing its covenants herein contained, shall and may at all times during the term of the said lease, peaceably and quietly have, hold and enjoy said demised premises and the use and occupation thereof.

And it is further MUTUALLY covenanted and agreed by and between the parties hereto that the said parcel (1) hereby demised and hereinbefore described shall at all times during the said term be kept open and unobstructed for use as a driveway by the parties hereto, and such other parties as may desire to use the same in connection with the business of either or both of said parties hereto. Said strip of land to be used for no other purpose without the agreement thereto of the Lessors, their personal representatives, heirs or assigns.

The parties hereto do firmly bind themselves, their heirs, personal representatives, successors, and assigns, to the full and perfect performance of and compliance with all of the terms, covenants and agreements herein contained and expressed.

It is further MUTUALLY covenanted and agreed that this agreement is intended to and shall supersede and take the place of a certain other agreement, in writing, heretofore made and entered into by and between the parties hereto relating to the same subject matter, bearing date of the second day of August, 1909.

IN WITNESS WHEREOF, the said Lessors have hereunto set their names and affixed their seals, and Southern Railway Company has caused the same to be signed in its behalf and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, all as of the day and year first above written.