

THIS AGREEMENT, made and entered into this 24 day of June, 1943, 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

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

WITNESSETH:

1. That the said Smith has fenced off and is occupying and using, for farming purposes, a certain strip, piece or parcel of the right of way of the Railway Company for its main tracts running between Washington and Atlanta, at or near Greenville, in the County of Greenville and State of South Carolina, containing 687 square feet, more or less, of space, and more particularly described as follows: to-wit:

Beginning at the intersection of the dividing line between land of W. J. Smith and land of J. M. Fowler with the northerly right of way line of the Railway Company for its main tracks running between Washington and Atlanta, said point of intersection being 100 feet distant northwardly (measured at a right angle) from the center line of original Atlanta and Charlotte Air Line Railway main tract (track next south of present north-bound main track); and running thence southwardly along southward projection of said dividing line 10.02 feet to a point which is 89.99 feet distant northwardly from a point in the aforesaid center line of original A&CAL main track (measured at a right angle), said point in said center line being 2233.9 feet east of Milepost 486 (measured along said center line); thence southwestwardly by a line making an interior angle of $90^{\circ} 16'$ with last mentioned course, along fence line, a distance of 58.86 feet to southward projection of westerly property line of W. J. Smith; thence northwardly, with said westerly property line, making an interior angle of $92^{\circ} 09'$ with last mentioned course, a distance of 13.25 feet, to intersection with said northerly right of way line of the Railway Company, said point of intersection being 100 feet distant northwardly from said center line of original A&CAL main track (measured at a right angle); thence eastwardly along said northerly right of way line of the Railway Company, parallel to and 100 feet distant northwardly from said center line of original A&CAL main tract (measured at a right angle), a distance of 59.49 feet to the point or place of beginning; containing 687 square feet, more or less.

All being substantially as shown upon the blue print of Drawing A-8489, dated July 27, 1942, hereunto annexed and made a part of this agreement; the said strip or parcel of right of way being shown colored red thereon.

2. That the said right of way of the Railway Company is 200 feet in width, or 100 feet on either side of the center line of said original main track of the Railway Company.

3. That the said Smith 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 Smith 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 Smith will vacate said right of way, and 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.

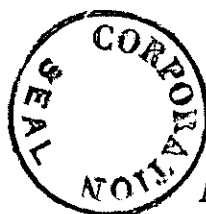
IN WITNESS WHEREOF, the parties hereto have executed these presents, in duplicate, each part being an original, the day and year first above written.

Signed, sealed and delivered
in presence of:

Hobart R. House
Mary Connell

Subscribing witnesses.

W.B.



SOUTHERN RAILWAY COMPANY,
BY:

John B. Hyde
Vice President

Attest:

Guy E. Mauldin
Assistant Secretary.

Signed, sealed and delivered
in presence of:

J. C. Pridmore
Margaret S. Holasy

Subscribing Witnesses.

10-7-42 HH:cb

33747

W. J. Smith (L. S.)

For Plat in connection with this instrument see Plat Book N, page 109.