

THIS AGREEMENT, made and entered into this 21st day of Feby. 1944, 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

J. B. GADDY, of Greenwood, in the State of South Carolina, hereinafter for convenience styled the Licensee, party of the second part;

W I T N E S S E T H:

THAT the RAILWAY COMPANY, for and in consideration of the covenants of the Licensee upon his part to be kept and performed, as hereinafter expressed, hereby gives and grants unto the Licensee, in so far as the Railway Company's present title enables it so to do, the right or license, determinable as hereinafter expressed, and subject always to revocation by the Railway Company for breach of covenant by the Licensee, to fence off and occupy and use, for agricultural and pasturage purposes, a strip, piece or parcel of the right of way of the Railway Company for its main tract running between Columbia and Greenville, at or near DOWNS, in the County of Greenwood and State of South Carolina, more particularly described as follows: to-wit:

BEGINNING at a point on the southwesterly right of way line of the Railway Company one hundred (100) feet distant southwestwardly (measured at a right angle) from center line of said main tract of the Railway Company, measured from a point therein 2057 feet southeast of Milepost V-91; and running thence in a northwesterly direction, along said right of way line, at all points one hundred (100) feet distant southwestwardly from center line of said main tract, a distance of 2738 feet to a point at or near the southerly margin of a road entering said right of way; thence in a northeasterly direction along, or substantially along, the southerly side of said road, a distance of 35 feet, more or less, to a point 65 feet distant southwestwardly from a point in center line of said main track 650 feet northwest of said Milepost V-91; thence in a southeasterly direction by a straight line a distance of 265 feet to a point 61 feet distant southwestwardly from center line of said main tract; thence continuing in a southeasterly direction along a line at all points 61 feet distant southwestwardly from center line of said main track a distance of 2453 feet to a point opposite the point of beginning; thence in a southwestwardly direction a distance of 39 feet to the point or place of beginning;

ALL being substantially as shown upon blueprint of a Drawing No. G-560, dated December 24, 1943, hereunto annexed and hereby made a part of this agreement; said strip or parcel of right of way being indicated in red thereon.

AND the LICENSEE hereby covenants and agrees in consideration of said license:

1. That this license is a personal privilege to the Licensee hereunder, and shall not be transferred or assigned, without the consent, in writing, of the Railway Company; nor shall the Licensee, without such consent, permit the said premises to be used for any purpose by any other person.

2. That he will not erect any buildings or structures, except said fence, upon any portion of said premises, without the consent, in writing, of the Railway Company.

3. That the right of way of the Railway Company is 200 feet in width, or 100 feet in width on either side of the center line of the said (C&G) main track of the Railway Company; the Licensee agreeing that he will occupy and use said parcel of right of way as tenant of the Railway Company hereunder.

4. That the Licensee accepts the privileges hereby granted with full cognizance of the risk of destruction of or damage to crops or any other property of the Licensee or others on said portion of said right of way so enclosed, which may be caused by fire set out by locomotives operated upon the tracks of the Railway Company, or otherwise accruing, or of injury to or destruction of live stock which may escape from the said enclosed premises, or from the adjoining premises of the Licensee, upon the right of way and tracks of the Railway Company; and in consideration of the privileges hereby granted, the Licensee covenants that said privileges are to be