

State of South Carolina,

(Agreement \$1.00)

County of Greenville.

This memorandum of AGREEMENT made and entered into this the 1st, day of April, 1912 by and between CHARLESTON AND WESTERN CAROLINA RAILWAY COMPANY, hereinafter called "LESSOR" and GREENVILLE & KNOXVILLE RAILROAD WAY COMPANY, hereinafter called "LESSEE" is to WITNESS:

1st. In consideration of the payment of TEN DOLLARS (\$10.00) to the LESSOR by the LESSEE, the receipt of which is hereby acknowledged, and in consideration of the payment of a like sum, to-wit, TEN DOLLARS (\$10.00) annually in advance on the first day of April of each and every year after the date hereof to the Lessor by the Lessee and of the things to be done and observed by the LESSEE as hereinafter specifically mentioned and set out the LESSOR does hereby give, grant, lease and let unto the LESSEE, its successors and assigns, and by these Presents has given, granted, let and leased unto the said LESSEE, its successors and assigns, all and singular a certain strip or parcel of land in the County of Greenville, State of South Carolina, being so much of the Alice C. Ferguson lot as is now occupied by the road-bed and rails of the LESSEE, as will fully appear by reference to a blue print attached to this agreement as a part thereof and for the specific purpose of describing and designating the premises covered by this agreement- the same appearing on said blue print in red ink, together with the right to use the same for railroad purposes and to maintain and keep up the same from time to time during the life of this agreement for said purpose but not otherwise.

TO HAVE AND TO HOLD the said premises unto the LESSEE, its successors and assigns for railroad purposes for so long a term as said LESSEE, its successors and assigns shall keep and observe and strictly perform the following specific conditions which are hereby declared to be conditions precedent as follows, to-wit:

- (a) To pay annually on the first day of April of each and every year after date hereof to the LESSOR in cash the sum of TEN DOLLARS (\$10.00).
- (b) To use the said premises for railroad purposes only.
- (c) To suffer and permit the LESSOR to make such use thereof as it may see fit not inconsistent with the use thereof for railroad purposes by the LESSEE and without charge or cost of any kind to the LESSOR if necessary to cross the same at any point or place with its railroad track or side track or spur track or to parallel the same therewith as unto it may seem advisable, this right being reserved to the LESSOR and not hereby granted in any wise to the LESSEE, its successors or assigns.
- (d) To vacate the same and remove its rail and track therefrom on SIXTY DAYS' written notice in this behalf if for any reason the LESSOR finds it necessary to occupy and use the said premises so leased and granted to the LESSEE.
- (e) Any failure on the part of the LESSEE to faithfully keep and perform any of the conditions herein shall work a forfeiture of this agreement and this lease shall immediately terminate by operation of law and the LESSOR shall thereupon be entitled to take possession of the premises hereby let and leased to the LESSEE without notice of any kind to that effect and may remove therefrom the rails, cross-ties, switches or other property of the LESSEE without incurring thereby any liability whatever to the LESSEE, its successors or assigns, it being distinctly understood and agreed that the failure to keep and perform all of the said conditions as expressed -