

pose of requiring J. E. Harmon and Ice Machine Distributors, Inc. to remove all structures on the below described property located within the boundaries of the right-of-way claimed by Southern;

WHEREAS, Southern Railway Company and J. E. Harmon and Ice Machine Distributors, Inc. desire to end the captioned litigation and resolve the aforesaid bona fide dispute by agreeing, without prejudice to the right-of-way claimed by Southern Railway Company along other parts of its tracks, that Southern's right-of-way adjacent to the below described tract of land extends fifty (50) feet on the eastern side of its tracks at all points adjacent to the below described tract of land;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein, the parties hereto agree as follows:

1. Company and Licensees confirm, without prejudice to the right-of-way claimed by Company elsewhere, that Company's right-of-way easement for railroad purposes adjacent to the below described tract of land extends fifty (50) feet from the center line of its tracks on the eastern side of said tracks at all points adjacent to that certain tract of land described more particularly as follows:

"All those parcels or lots of land, situate, lying, and being on the western side of old U.S. Highway 29 near City of Greenville, in County of Greenville, State of South Carolina, and known and designated as lots numbers 6, 7, 8 and 9, plat of property entitled "Property of Maggie Mae Lampe", which plat is recorded in the R.M.C. Office for Greenville County in Plat Book "II" at Page 183. Said lots having such metes and bounds as shown thereon."

2. Company, in consideration of the covenants of Licensees, hereby grants unto Licensees the right to occupy and use for the purpose or purposes hereinafter mentioned

One parcel of the right of way or property of Company at GREENVILLE, South Carolina, the location of which is substantially as shown in red outline on print of Drawing No. TB-74-0383 dated November 19, 1974, hereunto annexed and made a part hereof; TOGETHER with the right to use said premises as a means of ingress and egress to and from the rear of the two (2) permanent structures constructed on the property described in paragraph 1 above and to use the said premises for the temporary storage or location of machinery and equipment but no machinery or equipment so stored or located shall become a fixture upon the realty but shall remain the property of the Licensees and shall be removed upon the termination of this agreement as hereinafter in Article 9 provided.

Company reserves unto itself, and its permittees, the permanent right to maintain, operate, renew or reconstruct upon, under or over said premises, any existing pipe, electric transmission, telephone, telegraph, and signal lines, or any other facilities of like character, Licensees hereby agreeing that this agreement is subject to any or all such rights and uses; Company

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