

THIS AGREEMENT, made and entered into this 19 day of January, 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

ERNEST M. DAVIS, of Greenville County, South Carolina, party of the second part;

W I T N E S S E T H:

1. That the said party of the second part has fenced off and is occupying and using, for agricultural purposes, a certain strip, piece or parcel of the right of way of the Railway Company for its main track running between Columbia and Greenville, at or near GREENVILLE, in the County of Greenville and State of South Carolina, having an area of 20,486 square feet, or 0.471 acre, more or less, and more particularly described as follows, to-wit:

BEGINNING at a corner in the southeasterly right of way line of the Railway Company, forty (40) feet distant southeastwardly (measured on radius of curve in main track) from a point in the center line of the (C&G) main track of the Railway Company which is 2142 feet southwest of mile-post V-142; and running thence southeastwardly, along the right of way line of the Railway Company, on radius of curve in said main track, a distance of sixty (60) feet, to a corner in said right of way line; thence southwestwardly along right of way line of the Railway Company, at all points one hundred (100) feet distant southeastwardly from center line of said main track (measured on radius of curve therein), a distance of three-hundred forty-two (342) feet, more or less, to fence line of the party of the second part; thence northwestwardly, with said fence line, a distance of forty-two (42) feet, to a corner in said fence fifty-eight (58) feet distant southeastwardly from center line of said main track; thence northeastwardly, with fence line, a distance of one hundred five (105) feet, to a point forty-one (41) feet distant southeastwardly from center line of said main track; thence continuing northeastwardly, with fence line, substantially parallel with said main track, a distance of two hundred thirty-nine feet, more or less, to the point or place of beginning;

ALL being substantially as shown upon the blueprint of Drawing A-8683, dated May 11, 1943, revised December 8, 1943, hereunto annexed and made a part of this agreement; the said strip or parcel of right of way being shown in red delineation thereon.

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

3. That the said party of the second part 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 party of the second part 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 the party of the second part, as aforesaid, then and in such event, the said party of the second part will vacate said right of way, remove his said fence therefrom, and quietly and peaceably surrender to the Railway Company possession of the premises so occupied by him, within thirty (30) 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.

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