

for Junius H. Garrison, Jr." prepared by John E. Woods, dated November 6, 1970, revised March 23, 1971, revised June 7, 1971, referred to above, the said Joshua E. Varat, his heirs and assigns, shall have the right to use the areas designated for future railroad sidings and agree to vacate the same and any area lying between said siding or sidings and the siding in existence at the time of the delivery of the aforesaid deed, and remove all improvements which may have been erected thereon within ninety (90) days after the receipt of written notice of the intent by and on behalf of the said Junius H. Garrison, Jr., Roy F. Hunt, Jr., A. Foster McKissick and J. Cooper Shackelford to use one or both of the said reserved areas.

2. At such time or times as one or both of the said easements are used for railroad siding purposes, the said Junius H. Garrison, Jr., Roy F. Hunt, Jr., A. Foster McKissick and J. Cooper Shackelford agree to reimburse the said Joshua E. Varat for the area lying between the Northerly boundary of the easement nearest Lenhardt Road and the center line of the existing railroad siding as shown on the said plat at the rate of \$3,500.00 per acre.

This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the respective parties hereto have set their hands and seals this 22nd day of June, 1971.

In the presence of:

Katherine W. Peckaway  
Ann H. Phillips

Susan Z. Madden  
Paul D. H. Jr.

Roy F. Hunt, Jr.  
Junius H. Garrison  
J. Cooper Shackelford  
A. Foster McKissick  
Joshua E. Varat

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