

James King, Sr. to E. Tennessee and VA Railroad Co.

Know all men by those present, that the following Articles of Agreement this day entered into between James King Senior of King Meadow, State of Virginia of the first part and the President of and Directors of The East Tennessee Railroad company and their successors in office - by Samuel Rhea Director and Agent and Lloyd Tilghman Chief Engineer of Said Company or the second part, Witnesseth.

1st.

That said James King Senior of the first part agree to convey to said Presidents and Directors, for their use and the use of their successors in office, a piece of land suitable for a Depot for said Railroad which piece of land forming a part of the Estate of King Meadow., had been selected by Lloyd Tilghman Chief Engineer of Said Company and designated by the following Marks and Measures to writ - (Commencing) at the N. W. corner of said piece of Land marked by a White Oak Post bearing S. 9 degrees East from a Wild Cherry. A line tree on The Virginia and Tennessee line (distant or distinct) left from that Cherry Tree, (thence) S. 33 degrees 30' E. for 800 feet to another White Oak Post marked B. (thence) East 33 degrees 30' N. for 400 feet to another White Oak Post Marked C – (thence) N. 11' E for 420 feet to a stakes and stone marked D (thence) N. 33 degrees 30 W for 700 feet to a White Oak Post Marked E – (thence) S. 40 degrees 30' W for 727 feet to the point of beginning - the whole supposed to contain about (ten) acres, it is understood that the right of said Company extends only to and over the amount of ten acres. Said Ten Acres to be selected from within the limits of the above described piece of Land, by the Chief Engineer of said Company, so as to leave the residence on the East (pieces or sides) founded by The lines (cocur) of said tract of Land – Should however, The Company find it necessary to have the whole amount of land contained within the above named boundaries they shall pay for all over The Aforesaid Ten Acres, at the rate of One Hundred Dollars per acre, Cash, by a Credit on his stocks.

2nd.

The Party of the second part pledge themselves to use the above named and bounded tract of land solely for Depot Land, or allow it to be used for other than Depot purposes, by any agent of their own or other person.

3rd.

That should the above tract of Land not be required by said Company for Depot purposes, solely however by reason of a failure to build said Road, but from no other reason for said Rail Road the right to said land shall rest in the party of the First Part as though this agreement had never been made.

4th.

Should the Party of the Second part erect on said Land any Depot Buildings which by the reason of failure to Complete said Road, (do so or so as) to require the use of such buildings, they be not so used – the right of said buildings shall rest in the said Party of The Second Part, the (___) however to the said Land remaining with the party of the First Part as though the agreement had not been drawn.

5th.

It is understood that by Depot Buildings is meant all buildings and offices necessary for the business of Construction, (R____), Transportation and all other business connected with the Road, but not for residences for employees or any other purposes whatsoever.

6th.

It is understood that the Party of the first part shall have the use of said land until it be needed for the purposes heretofore mentioned.

7th.

Said party of the first part of the first part hereby grants unto said Company the right of way through his entire property free of charge.

8th.

The party of the first part pledges himself to do whatsoever more may be necessary to perfect the true intent and meaning of the above agreement.

To all of which witnesses our hands and seals This January 2nd 1852.

Attest –

Cyrus Jennings

John A. (Aiken)

John (McCorkle) Jr.

James King, Sr.

Lloyd Tilghman, Chief Engineer

Samuel Rhea, Director and Agent

State of Tennessee Sullivan County

Personally appeared before Mr. James P. (Rader) a notary Public for said County Mr. C. Anderson and Mr. P Brewer with whom I am personally acquainted and also being duly (s__) deposed as follow: That they personally knew James King, Sr. and Samuel Rhea two of the within named bargainers that they were well acquainted with their handwriting and the said Mr. P Brewer having also deposed that he was well acquainted with the handwriting of Lloyd Tilghman the other bargainer said (depos____ts) say that

the signatures of the said James King, Sr., Lloyd Tilghman and Samuel Rhea attached to the within instrument are genuine.

Witness my (hand) and official seal this the 16 day of July 1892.

James P. (Rader)

Notary Public

Sullivan Co. Tenn.

Jas. P. (Rader), N. P.

Received and registered the foregoing Articles of Agreement and (Artifacts) thereto attached on July 19th 1892 at 3 o'clock P.M.

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