

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter "Lease", made and entered into the _____ day of _____, 2015, by and between the Greenville County Economic Development Corporation, hereinafter referred to as "Lessor", and the County of Greenville, South Carolina, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, Lessor is the record owner of real property described in *Exhibit A* attached hereto and incorporated herein by reference (the "Premises"), and has the right to use for railroad purposes 3.29 miles of rail line, between milepost AJK 585.34 in East Greenville, SC, and milepost AJK 588.63, which is located on the Premises;

WHEREAS, by virtue of a notice of exemption in Surface Transportation Board ("STB") Docket No. AB-490 (Sub-No. 2X), published in the Federal Register on January 9, 2015, the Lessor was authorized by the STB to abandon the Premises;

WHEREAS, on May 18, 2015, the STB served a notice of interim trail use (NITU) to implement railbanking and interim trail use for the Premises under 49 C.F.R. § 1152.59 and the National Trails System Act, 16 U.S.C. § 1247 (d) ("Trails Act"), and provided a 180-day period for negotiation of a railbanking and interim trail use agreement with Lessor;

WHEREAS, Lessor wishes to donate by way of lease to Lessee under the National Trails System Act, 16 U.S.C. § 1247 (d) ("Trails Act"), the right-of-way of the Premises under the terms and conditions set forth in the Agreement for Lease Donation of Rail Line Under the National Trails System Act (hereinafter referred to as the "Agreement for Lease Donation") attached hereto as *Exhibit B* and incorporated herein, so that, for purposes of the Trails Act and for STB purposes, Lessor will remain the "trail user," with all the rights and obligations attendant thereto; and

WHEREAS, Lessor wishes to lease the Premises in the right-of-way for the purposes of implementing a trail pursuant to the Trails Act.

NOW, THEREFORE, for and in consideration of the foregoing, and of other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Leased Premises. Lessor hereby conveys to Lessee a leasehold estate in all of Lessor's right, title and interest in the Premises as necessary for the establishment, maintenance, and operation of the Swamp Rabbit Trail pursuant to the Trail Act and in accordance with the terms and conditions set forth in the Agreement for Lease Donation.

2. Term and Rent. This Lease shall be effective as of the date inscribed above and shall continue in full force and effect until its expiration on December 31, 2026 and shall automatically renew each year thereafter for one (1) year terms; provided, however, that either party, at its own option may terminate the Agreement subject to a ninety (90) days written notice to the other party unless otherwise terminated pursuant to the terms of the Lease or this Agreement. Rent shall be One (\$1.00) Dollar for such entire term.

3. Authorized Uses. It is expressly agreed and understood that lease of the Premises shall be for purposes of railbanking and interim trail use within the meaning of the Trails Act, 16 U.S.C. § 1247 (d), as authorized in an NITU issued by the STB.

4. Maintenance and Operation. Lessee shall maintain and operate the Premises in accordance with the terms set forth in the Agreement for Lease Donation.

5. Assignment and Subletting. Lessee shall not assign this Lease in whole or in part or sublet all or any part of the Premises without first obtaining written consent from the Lessor.

6. Termination. This Lease may be terminated by either the Lessor or the Lessee effective the 90th day after written notice of termination has been given by the terminating party to the other party. Furthermore, in the event that the Lessor, in its absolute discretion, desires to reactivate rail service on the Premises, the Parties agree to terminate the Lease and Lessee's leasehold interest in the Premises.

7. Severability. If any part or provision of this Lease or the Agreement for Lease Donation is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Lease.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement effective as of the _____ of _____, 2015.

Greenville County Council

Bob Taylor, Chairman
Greenville County Council

Attest:

Theresa B. Kizer
Clerk to Council

Joseph M. Kernell
County Administrator

Greenville County Economic Development
Corporation

Attest:

Fred Payne, Chairman
Greenville County Economic Development
Corporation Board of Directors

EXHIBIT A

All of that 3.29 mile right-of-way and real property situated, lying and being in Greenville County, South Carolina, between a point just south of South Carolina Highway No. 291 (Rail Mile Post AJK-588.59, Valuation Station 1793+00) at Greenville, and a point just northwest of the turnout to the General Electric lead track (Rail Mile Post AJK-585.34, Valuation Station 1621+34.2) at or near East Greenville, hereinafter designated "the Premises",

Being that portion of the property conveyed by CSX Transportation, Inc. to South Carolina Central Railroad Company, Inc. by deed dated October 9, 1980 (which deed is filed among the land records of Greenville County in Deed Book 1420, Page 702) which is located north of Rail Mile Post AJK-585.34 ("Sale Cutpoint"), which Sale Cutpoint (as shown on Exhibit B attached hereto and made a part hereof) is located approximately 2,189.8 feet south of the centerline of the existing Interstate 85 right of way (measured along the centerline of the Premises).

0256.00-05-004.00, 0285.00-02-006.00, 0263.00-04-002.00 and 0273.00-01-008.00

This is a portion of the same property conveyed to Greenville County Economic Development Corporation, by deed of South Carolina Central Railroad Company, Inc., dated June 14, 1999 and recorded in the Register of Deeds Office for Greenville County on July 20, 1999, in Deed Book 1853, Page 549.

AND, SPECIFICALLY INCLUDING all that certain piece, parcel of lot of land, lying and being in the City of Greenville, State of South Carolina, being shown and designated as Parcels 2, 3, 6, and 7 on the plat prepared by Site Design, Inc. entitled "Summary Plat for Clemson University Real Estate Foundation, Inc. ("CUREF") Railroad Right of Way" dated September 19, 2007, said plat recorded in the Office of the Register of Deeds for Greenville County, South Carolina on January 28th 2008 in Plat Book 1059 at Page 71, reference being made to said survey for a more complete metes and bounds description.

This is the same property conveyed to Greenville County Economic development Corporation, by Quitclaim deed of LICAR, LLC, dated December 19, 2007 and recorded in the Register of Deeds Office for Greenville County on January 28, 2008, in Deed Book 2310 at Page 607.

AND, SPECIFICALLY INCLUDING all those certain pieces, parcels or lots of land, situate, lying and being in the County of Greenville, State of South Carolina, known and designated as Area 3, containing 1.205 acres, more or less, Area 4, containing 0.905 acres, more or less, Area 6, containing 0.471 acres, Area 9, containing 4.231 acres, more or less, Area 10, containing 0.508 acres, more or less, Area 13, containing 0.326 acres, more or less, Area 14, containing 1.049 acres, more or less, Area 16, containing 1.530 acres, more or less, Area 17, containing 1.519 acres, more or less, Area 21, containing 2.595 acres, more or less, Area 23, containing 2.601 acres, and Area 26, containing 0.415 acres, more or less, as shown and more fully described by metes and bounds on Recombination Plat for Verdae Properties, LLC, Hollingsworth Funds, Inc., Verdae Owners Association, Inc., John D. Hollingsworth on Wheels, Inc., Railroad Right-of-Way prepared by Freeland & Associates, Inc., dated May 22, 2013, and recorded in Plat Book 1168 at Page 3 in the Office of the Register of Deeds for Greenville County; which plat is incorporated herein by reference and made a part of this description.

RESERVING to Hollingsworth Funds, Inc. the right to construct, beneath or across or above the Property, pathways or roadways (hereinafter referred to as "crossings") to provide access for pedestrian and light vehicular traffic and as fully set out in Deed Book 2435 at Page 500.

This is the same property conveyed by Hollingsworth Funds, Inc., Verdae Properties, LLC, John D. Hollingsworth on Wheels, Inc., and Verdae Owners Association, Inc. to the Greenville County Economic Development Corporation by deed dated October 14, 2013 and recorded in the Register of Deeds Office for Greenville County on November 20, 2013 in Deed Book 2435 at Page 500.

LESS AND EXCEPTING all that certain piece, parcel of lot of land, lying and being in the City of Greenville, State of South Carolina, being shown and designated as Parcels 1, 4, 5, and 8 on the plat prepared by Site Design, Inc. entitled "Summary Plat for Clemson University Real Estate Foundation, Inc. ("CUREF") Railroad Right of Way" dated September 19, 2007, said plat recorded in the Office of the Register of Deeds for Greenville County, South Carolina on January 28th 2008 in Plat Book 1059 at Page 71, reference being made to said survey for a more complete metes and bounds description.

This is the same property conveyed by the Greenville County Economic Development Corporation to LICAR LLC by deed dated January 22, 2008 and recorded in the Register of Deeds Office for Greenville County on January 28, 2008, in Deed Book 2310 at Page 613.

LESS AND EXCEPTING all those certain pieces, parcels or lots of land, situate, lying and being in the County of Greenville, State of South Carolina, known and designated as Area 5 containing 0.882 acres, more or less, Area 7, containing 0.480 acre, more or less, Area 8 containing 4.219 acres more or less, Area 12, containing 0.318 acre, more or less, Area 19 containing 0.028 acre, more or less, Area 18 containing 1.507 acre, more or less, Area 22 containing 2.592 acres, more or less, and Area 20, containing 2.608 acres, more or less, as shown and more fully described by metes and bounds on Recombination Plat for Verdae Properties, LLC, Hollingsworth Funds, Inc., Verdae Owners Association, Inc., John D. Hollingsworth on Wheels, Inc., Railroad Right-of-Way prepared by Freeland & Associates, Inc., dated May 22, 2013, and recorded in Plat Book 1168 at Page 3 in the Office of the Register of Deeds for Greenville County; which plat is incorporated herein by reference and made a part of this description.

TMS Number: Portions of 263.00-04-002.00 and 273.00-01-00.800

This is the same property conveyed by the Greenville County Economic Development Corporation to Verdae Properties, LLC by deed dated October 15, 2013 and recorded in the Register of Deeds Office for Greenville County on November 20, 2013 in Deed Book 2435 at Page 508.

LESS AND EXCEPTING all those certain pieces, parcels or lots of land, situate, lying and being in the County of Greenville, State of South Carolina, known and designated as Area 15 containing 2.565 acres, more or less, as shown and more fully described by metes and bounds on Recombination Plat for Verdae Properties, LLC, Hollingsworth Funds, Inc., Verdae Owners Association, Inc., John D. Hollingsworth on Wheels, Inc., Railroad Right-of-Way prepared by Freeland & Associates, Inc., dated May 22, 2013, and recorded in Plat Book 1168 at Page 3 in the Office of the Register of Deeds for Greenville County; which plat is incorporated herein by reference and made a part of this description.

TMS Number: Portions of 263.00-04-002.00 and 273.00-01-00.800

This is the same property conveyed by the Greenville County Economic Development Corporation to Verdae Owners Association, Inc. by deed dated October 15, 2013 and recorded in the Register of Deeds Office for Greenville County on November 20, 2013 in Deed Book 2435 at Page 513.

LESS AND EXCEPTING all those certain pieces, parcels or lots of land, situate, lying and being in the County of Greenville, State of South Carolina, known and designated as Area 24 containing 0.109 acre, more or less, and Area 25 containing 0.303 acres, more or less, as shown and more fully described by metes and bounds on Recombination Plat for Verdae Properties, LLC, Hollingsworth Funds, Inc., Verdae Owners Association, Inc., John D. Hollingsworth on Wheels, Inc., Railroad Right-of-Way prepared by Freeland & Associates, Inc., dated May 22, 2013, and recorded in Plat Book 1168 at Page 3 in the Office of the Register of Deeds for Greenville County; which plat is incorporated herein by reference and made a part of this description.

TMS Number: Portions of 263.00-04-002.00 and 273.00-01-00.800

This is the same property conveyed by the Greenville County Economic Development Corporation to John Hollingsworth on Wheels, Inc., by deed dated October 15, 2013 and recorded in the Register of Deeds Office for Greenville County on November 20, 2013 in Deed Book 2435 at Page 518.

LESS AND EXCEPTING all those certain pieces, parcels or lots of land, situate, lying and being in the County of Greenville, State of South Carolina, known and designated as Area 1 containing 1.106 acres, more or less, Area 2 containing 1.106 acres, more or less and Area 11 containing 0.558 acre, more or less, as shown and more fully described by metes and bounds on Recombination Plat for Verdae Properties, LLC, Hollingsworth Funds, Inc., Verdae Owners Association, Inc., John D. Hollingsworth on Wheels, Inc., Railroad Right-of-Way prepared by Freeland & Associates, Inc., dated May 22, 2013, and recorded in Plat Book 1168 at Page 3 in the Office of the Register of Deeds for Greenville County; which plat is incorporated herein by reference and made a part of this description.

TMS Number: Portions of 263.00-04-002.00 and 273.00-01-00.800

This is the same property conveyed by the Greenville County Economic Development Corporation to Hollingsworth Fund, by deed dated October 15, 2013 and recorded in the Register of Deeds Office for Greenville County on November 20, 2013 in Deed Book 2435 at Page 523.

EXHIBIT B

AGREEMENT FOR LEASE DONATION OF RAIL LINE UNDER THE NATIONAL TRAILS SYSTEM ACT

This Agreement for Lease Donation of Rail Line Under the National Trails System Act (the "Agreement") is made this ____ day of _____, 2015, by and among:

The Greenville County Economic Development Corporation, a not-for-profit corporation organized under the laws of the State of South Carolina (the "Owner"), which is the record owner or has the right to use for railroad purposes 3.29 miles of rail line, between milepost AJK 585.34 in East Greenville, SC, and milepost AJK 588.63 (the "Premises") in Greenville County, SC, a map of the Premises depicting the right-of-way is attached as *Exhibit 1*.

AND

The County of Greenville, a political subdivision of the State of South Carolina (the "County"), is a general purpose local government authorized under the South Carolina Constitution and the Code of Laws of South Carolina, as amended, to provide general public services to the citizens of Greenville County including owning, acquiring, and operating recreational, park and tourism related facilities. Greenville County Parks, Recreation and Tourism is a department of Greenville County that is responsible for the operation and day-to-day management of such recreational, parks and tourism related facilities in Greenville County, South Carolina.

WITNESSETH:

WHEREAS, the Owner desires to cause the improvement and maintenance of property of the Premises for the purpose of protecting the integrity of the corridor for future uses that could include commuter rail, rubber-tired tram and/or other public transportation modes;

WHEREAS, interim use of the corridor as a recreational trail for biking, hiking, and other non-motorized activities is widely viewed as the first step toward achieving those ultimate objectives, and will provide significant immediate benefit for the citizens of the region;

WHEREAS, by virtue of a notice of exemption in Surface Transportation Board ("STB") Docket No. AB-490 (Sub-No. 2X), published in the Federal Register on January 9, 2015, the Greenville County Economic Development Corporation ("GCEDC"), a not-for-profit corporation organized under the laws of the State of South Carolina, which was the owner of the Premises, was authorized by the STB to abandon the Premises;

WHEREAS, on May 18, 2015, the STB served a notice of interim trail use (NITU) to implement railbanking and interim trail use for the Premises under 49 C.F.R. § 1152.59 and the National Trails System Act, 16 U.S.C. § 1247 (d) ("Trails Act"), and provided a 180-day period for negotiation of a railbanking and interim trail use agreement with GCEDC;

WHEREAS, Owner wishes to donate by way of lease to the County under the Trails Act the right-of-way of the Premises as hereinafter defined under the terms and conditions specified herein, so

that, for purposes of the Trails Act and for STB purposes, the County will remain the “trail user,” with all the rights and obligations attendant thereto;

WHEREAS, the County desires to lease the Premises in the right-of-way for the purposes of implementing a trail pursuant to the Trails Act;

WHEREAS, Owner recognizes the institutional and managerial capacity of the County as uniquely suited to developing and maintaining the Premises in an effective and economical manner;

WHEREAS, it is the desire of the Owner and the County (collectively, the “Parties”) to ensure that, under the interim uses provided for herein, the Premises are developed, operated, and managed professionally; and

WHEREAS, the Parties are both legally authorized to enter into such an agreement for the joint administration of recreational facilities.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Incorporation of Recitals

The above recitals are hereby incorporated herein as if fully set forth.

2. Lease

Owner will convey to County by recordable lease (the “Lease”) a leasehold estate in all of Owner’s right, title and interest in the Premises as necessary for the establishment, maintenance, and operation of a trail pursuant to the Trail Act and in accordance with this Agreement. The lease shall be effective upon its execution and shall continue in full force and effect until its expiration on December 31, 2026 and shall automatically renew each year thereafter for one (1) year terms; provided, however, that either party, at its own option may terminate the Agreement subject to a ninety (90) days written notice to the other party unless otherwise terminated pursuant to the terms of the Lease or this Agreement. Rent shall be One (\$1.00) Dollar for such entire term.

It is expressly agreed and understood that lease of the Premises shall be for purposes of railbanking and interim trail use within the meaning of the Trails Act, 16 U.S.C. § 1247 (d), as authorized in an NITU issued by the STB. In the event that the Owner, in its absolute discretion, desires to reactivate rail service on the Premises, the Parties agree to terminate the Lease and County’s leasehold interest in the Premises.

The Premises includes only land, tunnels, bridges, ballast, culverts and rights of way. Railroad tracks, signals, switches and ties, and other similar removable rail property (the “Excluded Assets”), are not included in the lease of the Premises, and remain under the sole possession and control of Owner. Owner has the exclusive right to remove and sell the Excluded Assets at any time before or after the execution of this Agreement, and the County shall cooperate with, and not hinder, the Owner and its agents or independent contractors in conducting such removal process, nor shall Owner be liable to County for any waste or destruction to the Premises caused by such removal process.

3. Responsibilities

- (a) **Responsibilities of County** – County shall be responsible for the development and operation of the “Swamp Rabbit Trail” (“Trail”), as funding permits, along the Premises pursuant to this agreement and all amendments hereto.
- (1) **Funding** – Except as specified below, County shall use its best efforts to secure funding for operational expenses associated with regular maintenance of the Trail, as well as for recurring capital costs (including but not limited to resurfacing of the Trail).
 - (2) **Planning** – County shall have primary responsibility for all planning related to the development and operation of the Trail, and shall involve all Parties in the planning process to the extent practical.
 - (3) **Coordination and Communication** – County shall be responsible for coordinating all Trail functions, including both normal use and special events. To the extent practicable, County shall be responsible for ensuring that the Owner is kept informed about and involved with all aspects of the Trail.
 - (4) **Trail Development** – County shall be responsible for the development of the Trail to include but not limited to the following:
 - (a) Developing, installing, and maintaining signage on the Trail;
 - (b) Clearing of all vegetation from the Premises to specified width and height clearances;
 - (c) Replacing rotted ties on trestles;
 - (d) Filling any eroded roadbed and correcting any drainage problems that may cause or contribute to erosion;
 - (e) Laying down a course of gravel along the length of the Trail sufficient to provide a smooth, solid surface for walking, mountain bike riding, and related activities;
 - (f) Installing signage at road crossings indicating that Trail traffic must yield to road traffic;
 - (g) Painting road crossing areas with distinctive markings to highlight presence of pedestrians and cyclists; and
 - (h) Installation, as necessary for the protection of users of the Trail, fencing of a type that is esthetically compatible with the Trail.
 - (5) **Trail Administration** – County shall be responsible for the day-to-day operations of the Trail. This includes:
 - (a) Inspecting the Trail at regular intervals to remove downed trees, correct erosion or drainage problems, pick up litter, empty trash cans, maintain signage and other safety features, and address any other maintenance issues as necessary;
 - (b) Scheduling and managing seasonal Trail maintenance, including re-grading and vegetation control as necessary, which will be developed by mutual consent of the parties as a matter of practice; and
 - (c) Contracting for and supervising any repair that is capital in nature.
 - (6) **Trail Outreach and Development** – County shall be responsible for promoting the Trail and its ongoing development. This includes but is not limited to:
 - (a) Serving as the single point of contact for the Trail and responding to all citizen concerns and requests for information;
 - (b) Publicizing the Trail to the community at large via print and online media;
 - (c) Developing, implementing, and overseeing a Trail volunteer program; and
 - (d) Fundraising for development, promotion, and improvement of the Trail.

- (7) **Evaluation** - County shall be responsible for evaluating Trail operations on an annual basis in cooperation with the Owner, and for making recommendations for operational improvements.
- (b) **Responsibilities of Owner** – Owner shall be responsible for ensuring the long-term integrity of the Premises and for oversight of interim uses of the Premises for the benefit of the residents of Greenville County.
 - (1) **Ownership** – The Owner shall retain full and undivided ownership of the Premises and shall grant unto County at no charge the exclusive right to develop the Trail as a greenway park within the Premises as specified in this Agreement.
 - (2) **Stewardship** – Owner shall ensure that all interim uses of the Premises are consistent with and supportive of preservation of the integrity of the corridor.
 - (3) **Property Management** – Owner shall consult with the County before selling, leasing, granting easements upon, or otherwise relinquishing any rights associated with the Premises.
 - (4) **Oversight** – Owner shall be a party to any and all memoranda, contracts, or agreements of any kind that substantially affect the status or management of the Premises. In that regard, Owner has sole discretion to approve or to reject any proposal that would substantially affect the status or management of the Premises, and any such proposal may not be entered into without the Owner’s prior consent.

4. Affirmation of Statement of Willingness to Assume Financial Responsibility

In order to establish interim trail use and rail banking under 16 U.S.C. 1247(d) and 49 CFR 1152.29 with respect to right-of-way of the Premises owned by the GCEDC (Owner), the County (Interim Trail Sponsor) affirms that it will assume full responsibility for:

- (a) Managing the right-of-way of the Premises;
- (b) Indemnifying the GCEDC against any potential liability for interim trail use of the right of-way of the Premises; and
- (c) Payment of any and all taxes that may be levied or assessed against the right-of-way of the Premises.

Furthermore, the County acknowledges that use of the right-of-way of the Premises is subject to the County continuing to meet its responsibilities described above and subject to possible future reconstruction and reactivation of the right-of-way of the Premises for rail service.

5. Finances

- (a) **Funding** - County shall use its best efforts to secure funding for all operational expenses and capital improvements of the Trail.
- (b) **Insurance** – County will extend its existing liability coverage to cover public use of the Trail.

6. Effective Date, Term, Termination, Adding Parties

- (a) **Effective Date and Term** – The agreement shall be effective upon its execution and shall continue in full force and effect until its expiration on December 31, 2026 and shall automatically renew each year thereafter for one (1) year terms; provided, however, that either party, at its own option may terminate the Agreement subject to a ninety (90) days written notice to the other party unless otherwise terminated pursuant to the terms of the Lease or this Agreement.

- (b) **Termination** – This Agreement and the Lease may be terminated at any point effective the 90th day after written notice of termination has been given by the terminating party to the other party. In the case of termination, all property, improvements and capital assets associated with the Trail shall revert to the Owner as owner of the underlying property.
- (c) **Addition of Parties** – New parties may be added to this agreement by mutual written consent of Owner and the County. New parties shall be bound by the same terms as existing Parties.

7. Entire Agreement

This Agreement constitutes the entire contract by the Parties and there are no other understandings, oral or written, relating to the subject matter hereof.

8. Amendment

This Agreement shall not be amended or altered except in writing as duly approved by and signed on behalf of the Parties.

9. Governing Law

This Agreement shall be governed by the Laws of the State of South Carolina, subject, however, to the Trails Act and any subsequent amendments thereto.

10. Further Action

The Parties agree to take all action necessary to carry forth the provisions of this Agreement.

11. Indemnification

To the extent permitted by law and the terms of its insurance coverage, County will indemnify and hold Owner, and its directors and officers, harmless from liability for loss damage, injury or death arising after the date of closing and relating to the County's actions or inactions with regard to the Premises.

12. Successors and Assigns

The Parties agree that County is especially qualified to perform its duties herein relating to the Trail and that Owner has selected County to be the Trail operator because of Owner's trust and confidence in County. County shall not assign this Agreement to any other person or entity without Owner's consent, nor shall County assign the Lease, or sublease the Premises, to any other person or entity. This Agreement shall be binding upon, and inure to the benefit of, the successors of the Parties.

13. Reservation of Interests

The Owner reserves a non-exclusive reservation and interest in the surface and subsurface of the Premises for utility purposes, including electric transmission line rights-of-way, telecommunication rights-of-way, pipeline rights-of-way, and other utility purposes, provided, however that (a) any such utility user must first agree in writing with County to indemnify County for any damage to the Trail or any liability or cost whatsoever arising from the utility use; (b) any such utility use shall be consistent with the Trail and any utility user shall consult with County to take reasonable measures to conform any surface structures aesthetically to Trail use; (c) any such utility user first agree in writing to repair any damage to the Trail resulting from installation or maintenance of utility structures on the

Premises; and (d) any use of the surface for overhead electric transmission line rights-of-way or other above ground wires and cables shall not be permitted without the consent of County.

The Owner further reserves all rights in connection with rights of way previously granted by the Owner to third parties in regard to the Premises, and the Owner shall have the exclusive right to (a) amend or extend such existing rights of way; (b) to grant additional rights of way after the execution of this Agreement, and (c) to receive and retain any moneys paid by such third parties in connection with such rights of way. Provided, however, the Owner shall consult with County prior to granting any new rights of way in the Premises after the execution of this Agreement and the Parties in good faith shall structure such future rights of way in a manner to make a minimal physical, environmental and aesthetic impact on the Trail.

14. Title

The Owner makes no representation or warranty to County regarding the Owner's title to the Premises or County's right to have peaceable use and enjoyment of the Premises, and this Agreement and the Lease shall be deemed to be a "quit claim" conveyance of any interests granted by the Owner to County herein or in the Lease. The Owner shall defend and/or prosecute any actions involving, or in any way relating to, a third party's claim of an ownership interest in the Premises adverse to that of the Owner.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals of the day, month and year first above written.

Greenville County Council

Bob Taylor, Chairman
Greenville County Council

Attest:

Theresa B. Kizer
Clerk to Council

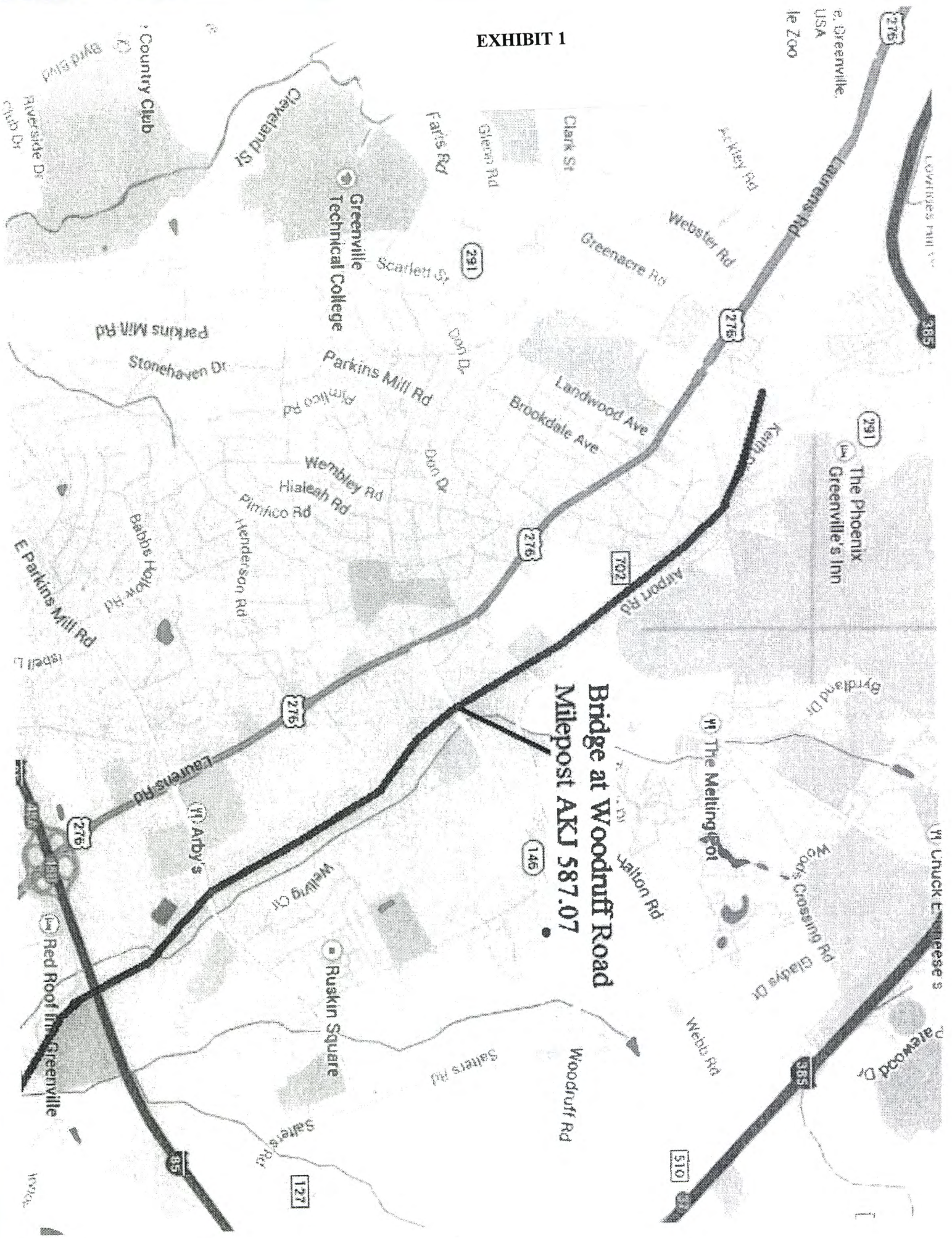
Joseph M. Kernell
County Administrator

Greenville County Economic Development
Corporation

Attest:

Fred Payne, Chairman
Greenville County Economic Development
Corporation Board of Directors

EXHIBIT 1



Bridge at Woodruff Road
Milepost AKJ 587.07

USA
Le Zoo

291
The Phoenix
Greenville's Inn

111 The Melting Pot

111 Unuck Enterprises

111 Calewood Dr

111 Woods Crossing Rd
111 Gladys Dr

111 Jallan Rd

Woodruff Rd

Salters Rd

Ruskin Square

Wellby Ct

111 Ardy's

Laurens Rd

E Parkins Mill Rd

Babbs Hollow Rd

111 Henderson Rd

Hiatah Rd

Wembley Rd

Brookdale Ave

Landwood Ave

Parkins Mill Rd

Stonehaven Dr

Parkins Mill Rd

Scarlett St

Fair's Rd

Glenn Rd

Clark St

Aciley Rd

Webster Rd

Greenacre Rd

Cleveland St

Country Club

Byrd Blvd
Riverside Dr
Civic Dr

276

385

291

276

291

276

702

276

276

146

385

510

127

85

117