

State of South Carolina,  
County of Greenville.

Agreement.

This Agreement made this the Second day of January, 1932, by and between D. W. Payne, party of the first part, and The Greenville News-Piedmont Company, party of the second part, WITNESSETH:

Whereas the party of the first part is the owner in fee simple of a lot fronting forty-seven feet on West Washington Street, in the City of Greenville, and the party of the second part is the owner in fee simple of the adjoining lot fronting 24 feet on West Washington Street, adjoining said property of party of the first part immediately on the east, and

Whereas the wall separating the buildings on the two lots aforesaid is a 17-inch party wall, owned by the parties to this agreement, each owning to the center of said wall, and

Whereas the door in the aforesaid party wall has been closed for some time, and party of the second part desires to have said door re-opened, and to gain access to the upstairs portion of its building by use of the stairway in the hall way of the building owned by party of the first part, now,

Know all men by these presents, that I, D. W. Payne, in the State aforesaid, in consideration of the sum of Two Hundred and no/100 (\$200.00) Dollars, to me in hand paid by The Greenville News-Piedmont Company, a corporation, (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said The Greenville News-Piedmont Company, its successors and assigns, the right to re-open the door in the aforesaid party wall, at its own expense, and do hereby grant unto said The Greenville News-Piedmont Company, its successors and assigns an easement in the stairway leading to the second floor of the building located on the lot recently purchased by me from John E. Williams, subject however, to the following conditions:

(1) Party of the first part shall have the right to pass on any tenants that may lease or occupy the offices in the upstairs portion of the building belonging to party of the second part, and shall have the right to disapprove of any tenants that may be undesirable to party of the first part:

(2) Party of the first part shall not be under any obligations to furnish any light at the head of the stairway or over the doorway to be re-opened by party of the second part, and all expense of re-opening said door shall be borne by party of the second part, and the wall shall be left in first class condition by party of the second part after said door is re-opened.

(3) The door placed in the opening shall be an approved metal fire-proof door, made according to the requirements of the Underwriters Association, and shall be arranged so as to close automatically in event of fire in either portion of said buildings:

(4) That if it becomes necessary to re-locate the stairway now in the hallway of the building of party of the first part, or to repair or rebuild the stairway in its present location, the expense for said re-location or repairs, shall be borne by party of the first part and by party of the second part proportionately according to the upstairs offices served by said stairway.

It is the intention of this agreement to grant to said The Greenville News-Piedmont Company, its successors and assigns, the right to use the stairway in the hallway of the building owned by party of the first part, and to grant to said The Greenville News-Piedmont Company, its successors and assigns, the right to re-open the door in the up-stairs hallway of the buildings belonging to the parties to this agreement, and to permit the party of the second part, or its tenants and persons going to and from the offices in the upstairs portion of the building belonging to said party of the second part, to use said stairway for such purposes, and the party of the second part, by accepting this agreement, does bind itself to comply with all the conditions herein set out, as fully as if this instrument were signed by said party of the second part, and it is understood that the easement herein granted shall be as covenants running with the land, and shall inure to the benefit of The Greenville News-Piedmont Company, and its successors and assigns forever.

In witness whereof, I, the said D. W. Payne, party of the first part, have hereunto set my hand and seal, this 2nd day of January, in the year of our Lord, one Thousand Nine Hundred and Thirty-two, and in the one hundred and fifty sixth year of the Sovereignty and Independence of the United States of America.

(OVER)