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THIS AGREEMENT, Made and entered into on this 17th day of April, 1953, by and between the Charleston & Western Carolina Railway Company, a corporation organized and existing under and by virtue of the laws of the State of South Carolina, the first party, and the City of Greenville, a municipal corporation under the laws of the State of South Carolina, the second party,

WITNESSETH: That Whereas, the second party desires to locate, grade, construct, pave and maintain for public use three streets on the first party's property at the location hereinafter referred to;

NOW, THEREFORE, in consideration of the premises, it is agreed and covenanted as follows:

THE FIRST PARTY hereby grants to the second party for highway or street purposes, subject to the conditions, terms, reservations and limitations hereinafter set out, an easement and right of user in and to those certain strips or parcels of land, property of the first party, lying and being in East Greenville, Greenville County, South Carolina, particularly described as follows, to-wit:

Beginning at an iron pin at a point on the dividing line between land of the Charleston & Western Carolina Railway Company and land of V. D. Ramseur, said point being 100 feet northeastwardly, measured radially, from the center line of the main track of said Railway Company; running thence northwestwardly along said dividing line 982.1 feet to an iron pin on the northern boundary line of land of said Railway Company; thence westwardly along said northern boundary line 346.2 feet to an iron pin distant 184 feet northeastwardly, measured at right angles, from the dividing line between land of said Railway Company and land of Jeff Hunt Machinery Company; thence southeastwardly, parallel with the last mentioned dividing line, 773.1 feet to an iron pin distant 100 feet northwardly, measured radially, from said center line; thence southeastwardly, concentric with said center line, 81 feet to an iron pin distant 60 feet northeastwardly, measured at right angles, from the preceding course, produced; thence northwestwardly, parallel with the third described course (and a prolongation thereof) 756.4 feet to an iron pin distant 40 feet southwardly, measured at right angles, from the said northern boundary line; thence eastwardly, parallel with said northern boundary line 212.9 feet to an iron pin distant 60 feet southwestwardly measured at right angles, from the first described course; thence southeastwardly, parallel with the first described course, 883.3 feet to an iron pin distant 100 feet northeastwardly, measured radially, from the center line of said track; thence southeastwardly, concentric with said center line, 103.3 feet to the point of beginning; as more clearly shown in red on the blue print attached hereto and made a part hereof.

And THE SECOND PARTY covenants and agrees as follows, to-wit:

- (a) That the second party, for and in consideration of the easement and right of user in and to said strips or parcels of land hereby granted by the first party, agrees to pave said strips or parcels of land in accordance with the paving specifications employed by the second party for other similar streets in the City of Greenville.
- (b) That the second party shall pay all costs and expenses of every kind and character incident to the laying out, construction, maintenance, paving and draining of said highway or street and future additions or improvements thereto and the maintenance thereof, including the cost of constructing and maintaining bridges or culverts for such drains and ditches as shall be desired by the second party.
- (c) That the grade of said streets on said property and of said ditches and drains shall be so established and always maintained as to be satisfactory to the first party and shall be submitted to and approved by its Engineer Maintenance of Way.
- (d) That said streets and all drainage therefor shall be constructed and maintained so as to allow and provide for the proper and efficient drainage of the property of the first party, and that there shall at no time be any construction or maintenance of said streets or drainage therefor by the second party, that will damage or injure or interfere with the proper drainage of the property of the first party.

See Book A. A. Page 27