

(e) That if at any time hereafter the second party should abandon the use of said streets on said property or any part thereof, then all rights of the second party in the portion of said property so abandoned shall immediately cease and determine and revert absolutely and without encumbrance or restriction to the first party.

(f) That the first party shall have the unquestioned right to lay and construct railroad tracks across said herein leased land at such points as it may desire, and to operate trains thereon.

(g) That only an easement or right of user is hereby granted in said land for street purposes, and it is expressly understood and agreed that the title to said land shall always remain in the first party, subject to the terms and conditions of this instrument.

(h) It is expressly understood and agreed that the first party shall not be assessed with the cost or any part of the cost of any initial paving constructed on the premises hereby leased, in accordance with the action of City Council of Greenville, South Carolina, taken at the regular meeting held on August 19, 1952, and as shown in Minute Book, Pages 8324 and 8325.

And it is agreed by and between the parties hereto that any notice which may be required to be given the first party under this contract shall be given in writing, either to its Engineer Maintenance of Way, or to its General Manager, and any notice which may be required to be given the second party under this contract shall be given in writing addressed to the City of Greenville at Greenville, South Carolina.

The words "first party" wherever occurring in this instrument shall include and inure to the successors and assigns of the first party, and the words "second party" shall include and inure to the successors and assigns of the second party.

It is further understood and agreed that this agreement shall not be assigned by the second party to any other person or corporation without the consent in writing of the first party.

IN TESTIMONY WHEREOF, the first party has caused these presents to be executed in its corporate name and behalf by its officers duly authorized in its behalf, and the second party has likewise caused these presents to be executed in its corporate name and behalf by its CITY MANAGER, and the same to be attested under its corporate seal by its Clerk under and by virtue of a resolution or ordinance passed and adopted at a meeting of said City Council of the City of Greenville on the 9TH day of JUNE, A. D., 1953; a certified copy of which resolution or ordinance is hereto attached and made a part hereof; these presents being executed in duplicate by the first party in New Hanover County, North Carolina, and by the second party in Greenville, Greenville County, South Carolina.

Signed, sealed and delivered in the presence of:

J. P. Campbell
J. H. Ellison

C. Eugene Lopez
Helen Herbert

Approved:
W. S. McDonald
General Solicitor

Approved as to form
J. H. Ellison

CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY,

By B. S. Smith
Vice-President

Attest: By [Signature]
Asst. Secretary (SEAL)

CITY OF GREENVILLE, S. C.
By James H. Shaw, City Manager

Attest: By B. F. Dillard
Clerk

C. C. [Signature]
Engr. Maint. of Way

[Signature]
General Manager