

KNOW ALL MEN BY THESE PRESENTS, THAT I (or we) Fred H. Carr

In consideration of the sum of One Dollar, to me (or us) in hand paid, and other valuable consideration at and before sealing and delivering thereof, by the City of Greenville, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell, and release, unto the said City of Greenville, its successors and assigns, a right-of-way for the construction of a section of the City Roadway, including necessary drainage ditches and sidewalks from

East Stone Avenue to East North Street on
 (Name of Place) (Name of Place)

Spartanburg Street State and County aforesaid, as shown by plans prepared by the City of Greenville on and over all land which I (or we) own and are further described below, for the purpose of locating, constructing, improving, and maintaining the above described highway with the bridges and causeways thereon, and the right to construct and maintain controlled access facilities to said highway:

DERIVATION: W. 966, file 24, Dec. 2, 1966, from Ruth A. Carr

Said property is described as follows: BEGINNING at the corner of a 20 foot street along Beattie line and Church Street on Old Spartanburg Road, and running thence along said 20 foot street and the Beattie Line 150 feet, more or less, to an iron pin; thence in a line parallel with Church Street on Old Spartanburg Road 125 feet, more or less; thence S. 40-41 E. 150 feet, more or less, to pin at edge of Church Street on Old Spartanburg Road; thence along said street on road N. 50 E. 125 feet, more or less, to the beginning corner..

Said right-of-way is described as follows: BEGINNING at a point on the corner of the north-western intersection of Mt. Eustis Street with Spartanburg Street and running thence in a northerly direction along the western side of Mt. Eustis Street 15 feet, more or less, to a point; running thence in a southwesterly direction 21 feet, more or less, to a point on the northern side of Spartanburg Street, running thence in an easterly direction along the northern side of Spartanburg Street 15 feet, more or less, to the beginning point, said easement or right-of-way being triangular in shape and being further described in a Plat Book 5X at Pages 72A & B in the Greenville County RMC office.

"Special Provisions:" The City of Greenville certifies that Fred H. Carr will incur no expenses pertaining to the construction of sidewalks, curbs and guttering and widening of Spartanburg Street. The City also certifies that it will construct new front steps and retaining wall on the above described property. It is also agreed that the owner will incur no expenses in the moving of utilities.

Together with, all and singular, the rights, members, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining. It is agreed that buildings, fences, signs or other obstructions will not be erected by me (or us), my heirs, assigns or administrators within the limits of the right-of-way herein conveyed and that such buildings and fences as are now within the limits of the right-of-way herein conveyed will be moved from the right-of-way and restored in as good condition as before moving at the expense of the City of Greenville, South Carolina.

TO HAVE AND TO HOLD, all and singular, the said right-of-way and the rights herein before granted, unto the said City of Greenville, its successors and assigns forever.

IN WITNESS WHEREOFF, I (or we) have hereunto set my (or our) hand and seal this 2 day of MARCH in the year of our Lord, One Thousand Nine Hundred and

Signed, sealed and delivered in the presence of:

Mrs. H. H. Carr
Mrs. W. H. Carr

Fred H. Carr (LS.)

NOTE: All Right-of-Way Agreements must be in writing and are subject to rejection by the City of Greenville, South Carolina.

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