

State of South Carolina,
County of Greenville.

Whereas the City of Greenville did on the 5th, day of Feb., 1886 grant and convey to W.R. Jones, James H. Morgan and Jacob W. Cagle, to them, their heirs and assigns respectively, the rights and privileges for the use of a certain strip of land in said grant described, which is recorded in Vol. R.R., Page 524, and

Whereas, James H. Morgan has acquired the interest of the said W.R. Jones, and
Whereas, the City of Greenville is desirous of erecting a bell tower on said land, so that said bell tower, or a portion thereof, and the support of said tower, or a portion thereof, will be situate just at the rear of the property owned by the said James H. Morgan, and in that portion of the alley or grant or right of way above referred to that abutts the property of the said James H. Morgan.

Now, therefore, Witnesseth: That the said James H. Morgan for his part hereby consents for such location and erection of said tower, upon the following conditions, which conditions are agreed by the parties hereto as being precedent, to wit: That said tower shall be located, erected and maintained in such way that there shall be no restrictions of the rights, usages and privileges contained in the grant above referred to; nor in such way to prevent the free and unobstructed access and entrance to the cellar and store room of the said James H. Morgan, which he had before the location and erection of said tower; and also that the said James H. Morgan, his heirs assigns, tenants, servants or any other person or persons whomsoever, to the benefit or advantage of said James H. Morgan, his heirs, assigns, tenants or servants, shall and may pass to and fro upon, over and across the open court and strip of land, (not less than ten feet wide), with animal or vehicle, loaded or otherwise, that said City of Greenville now has open and so long as it shall keep the same open, and the same shall be kept free from any and all obstructions, temporary or permanent, that shall or may prevent the free passage as aforesaid; the court being situate in the rear of the property of the said James H. Morgan, and the strip of land extends from the said above grant where it intersects the property of James T. Williams to Laurens Street; and also that if said tower is constructed or maintained contrary to the above conditions in reference thereto, or if said court or alley shall or may be hereafter closed or obstructed contrary to the above conditions in reference to the same, then, in that event, the City of Greenville will remove the obstruction or tower located in said grant above referred to and put the said James H. Morgan, his heirs, assigns, tenants, etc. in the same condition with respect to said grant and the usages and privileges thereof as before the erection of said tower or obstruction; that all water drains in said original grant shall be rebuilt if interferred with in the erection of said tower, and put in same condition as before the erection of same.

To all the foregoing the said City of Greenville does hereby agree and bind itself, its successors and assigns.

In Witness whereof, the said City of Greenville has caused its corporate seal to be hereunto affixed and this agreement subscribed by its duly authorized officers, and the said James H.- Morgan has set his hand and seal this the 13, day of June, 1911.

G. Frank League,
Clerk & Treas.

Jno. B. Marshall, Mayor.

Signed, sealed and delivered in presence of:

J.H. Morgan, (Seal)

O.M. Howard,

J.B. Johnson.

(over)

