

## TITLE TO REAL ESTATE

dedication of said land, or any part thereof, as a public thoroughfare; and the second party specifically agrees and covenants that it will fully protect and save harmless the first party against any and all claims or undertakings upon the part of any citizen of said Town of Fountain Inn, South Carolina, or any other person or corporation at any time in the future to claim or establish said land or any part thereof as a public road, thoroughfare, highway or street, or as a private way with any vested rights therein.

(j) That if the second party should fail or refuse, after being by the first party requested so to do, to observe, keep and perform its obligations, agreements and undertakings as herein set out, then it shall be optional with the first party without prejudice to any other legal rights which it may have, either to seek by appropriate legal proceedings to enforce specific performance by the second party, or to terminate this lease and all rights in and to said land hereby given and granted to the second party, by giving to the second party thirty days written notice of its intention so to do.

(k) 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 Superintendent, and any notice which may be required to be given the second party under this contract shall be given in writing addressed to the Town of Fountain Inn at Fountain Inn, 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.

(l) 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 paving or other municipal improvements constructed now or at any time in the future on or adjacent to the premises hereby leased.

(m) That the second party agrees never to open, or attempt to open, by condemnation proceedings or otherwise, any street across the tracks and right of way of the first party at any point between Fairview Avenue and Jones Street in said Town of Fountain Inn, South Carolina, so long as the free use of the street herein contemplated is permitted by the party of the first part. In the event such a crossing is ever opened, the rights herein granted to the second party will automatically terminate and the second party will discontinue the use of the land herein leased for street purposes immediately upon the opening of such crossing. Provided, however, should the first party interfere with the free use of said street, as contemplated under this agreement, the party of the second part shall have the right to institute or reinstitute the proceedings referred to in Paragraph (n) herein for the extension of Depot Street across the right of way of the party of the first part, and shall be relieved of all its obligations set forth in said Paragraph (n).

(n) The proceeding heretofore instituted by the second party for the condemnation of property of the first party for the purpose of constructing a street crossing across the tracks and right of way of the first party between Fairview Avenue and Jones Street in said Town of Fountain Inn, South Carolina, shall be forthwith dismissed and considered ended.

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 Mayor, 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 the Town Council of said Town of Fountain Inn, South Carolina, on the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1941; a certified copy of which resolution or ordinance is hereto attached and made a part hereof; these presents being executed