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

(a) 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 improvement 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, or required by the first party.

(b) That the grade of said highway or street on said right of way 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; and in the event of any change in the roadbed of the first party, the second party will make all necessary changes in said highway or street and drainage, at the cost and expense of the second party and in all respects satisfactory to the first party.

(c) That the first party, acting by its Engineer Maintenance of Way, shall have the right to decide as to whether culverts or bridges shall be installed and maintained at the road crossings of said ditches or other waterways, and shall approve the plans and materials to be used in the construction of such bridges or culverts.

(d) That said highway or street and all drainage therefor shall be constructed and maintained so as to allow and provide for the proper and efficient drainage of the right of way, roadbed and tracks of the first party as they now exist or as they may hereafter exist and that there shall at no time be any construction or maintenance of said highway or street or drainage therefor by the second party, that will damage or injure or interfere with the proper drainage of the right of way, roadbed or tracks or other property of the first party.

(e) That if the second party should at any time fail or refuse to keep said culverts or bridges or ditches for the drainage of said highway or street in good repair as herein agreed and as required by the Engineer Maintenance of Way of the first party, then the first party shall have the right, at its option, to make such repairs or renewals at the expense of the second party, or to terminate this contract and the rights of the second party hereunder, and the second party hereby expressly agrees to repay promptly, or within sixty days after receipt of statement of expenditures of same, any sum or sums which may be so expended by the first party.

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

(g) That if at any time hereafter the first party should require or need for railroad purposes the land hereby leased, or any portion thereof, then to the extent, but only to the extent necessary to permit such use by the first party, the easement or right of user hereby granted in and to the same, or the portions thereof so required and needed, shall cease and determine and all rights of the second party and of the public herein shall be at an end, and the same shall cease to be used as such highway or street.

(h) 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, and in such event the second party shall pay all costs and expenses, including labor and material, of installing and maintaining suitable and proper crossings over such tracks and shall provide all drainage therefor as hereinabove provided.

(i) That only an easement or right of user is hereby granted in said land for highway or 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; and that no use of the same by the second party or the public shall at any time be considered as a grant or 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 County of Greenville, 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 the second party will indemnify and save harmless the first party from and against any and all loss and expense on account of damage to person or property arising and growing out of the occupation and use of said land or any part thereof by the second party or by the public, and for which any claim of damage may be made against the first party.

(k) 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, 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. The second party shall always be and remain liable to the first party for any and all damage or injury which it may suffer or sustain by a violation of this contract or any of its terms.

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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 Board of Commis-

sioners, Greenville County, 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.

(m) 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 improvements constructed now or at any time in the future on or adjacent to the premises hereby leased.

NOTE: Following changes made in this agreement prior to execution of same:
Article (l) eliminated.
Article (m) added.