This Agreement, Made and entered into this the 8th day of January, A. D. 1936, by and between the City of Greenville, a municipal corporation duly created and existing under and by virtue of the laws of the State of South Carolina, party of the first part, hereinafter designated as and called the "City", and Piedmont and Northern Railway Company, a corporation duly organized and existing under and by virtue of the laws of the State of South Carolina, party of the second part, hereinafter designated as and called the "Railway Company";

Whereas, the Railway Company owns, in fee simple, an unenclosed parcel or strip of land lying adjacent to the Easterly side of the right of way of the Southern Railway Company and extending from Oscar Street to Forest Street, in the City of Greenville, County of Greenville, State of South Carolina, said parcel or strip of land being shown within red lines on blue print map hereto attached and made a part hereof, and which said parcel or strip of land has heretofore, from time to time, by permission of the Railway Company been used by the City and the public as a walkway and occasionally as a driveway; and

Whereas, the City desires that said parcel or strip of land remain unenclosed and that its use as a way continue to be permitted by the Railway Company until such time as the Railway Company may desire to devote the said parcel or strip of land to other uses and purposes, and the parties hereto are desirous of entering into an agreement with respect to the same.

Now, Therefore, in consideration of the premises and the sum of One Dollar ($1,00) to the Railway Company paid by the City, the receipt whereof is hereby acknowledged, and the covenants upon the part of the City to be performed as hereinafter set forth, the parties hereto have mutually agreed and do agree with each other as follows:

First: The City agrees that the said parcel or strip of land is owned by the Railway Company in fee simple and that the City has no right in and to the use of said premises except pursuant to this agreement.

Second: The Railway Company agrees to allow said parcel or strip of land to remain unenclosed and to permit the use of the same as a way by the City in the operation of its motor vehicles and by the public until such time as the Railway Company may require said parcel or strip of land for its own use or other purposes.

Third: It is expressly understood and agreed that the Railway Company shall in no way be responsible for any personal injuries or damage to property that may be sustained by any person, firm or corporation in any manner arising or growing out of the use of said premises as herein permitted.

Fourth: It is further understood and agreed that this agreement may be terminated by the Railway Company at any time that it may require said premises for its own use or other purposes upon ten (10) days written notice to the City of its intention to terminate the same, and at the expiration of such notice this agreement shall be at an end. And it is also understood and agreed that the City may terminate this agreement and surrender possession of said premises at any time it desires to do so, by giving ten (10) days written notice of its intention to terminate the same, and at the expiration of such notice this agreement shall be at an end.