

the rights, obligations and duties of the Bank shall be the same as those of any other owner of property abutting to a city street, sidewalk or public way.

7. EFFECTIVE PERIOD OF AGREEMENT: It is agreed that the Bank may terminate the terms and provisions of this easement and agreement and discharge the City from its obligations as provided for hereinabove by furnishing the City with written notification to such effect. The City agrees to and shall within thirty (30) days of said written notification convey to the Bank by way of Quit Claim Deed any and all interest it may have in and to the above described property by way of easement or otherwise. When said Quit Claim Deed is filed of record with the R.M.C. Office for Greenville County this easement and agreement shall be terminated. HOWEVER, unless such written notification be given by the Bank, this easement and agreement shall otherwise remain in full force and effect.

8. BINDING EFFECT: This easement and agreement is binding upon ourselves and our successors and assigns.

9. SITUS: This easement and agreement shall be construed in accord with and under the laws of the State of South Carolina.

TO HAVE AND TO HOLD all and singular the rights to the City of Greenville, S.C., its successors and assigns, and The South Carolina National Bank, a corporation, does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the grantee, herein, as long as said easement and agreement is in effect.

IN WITNESS WHEREOF, the parties hereto have executed this easement and agreement in duplicate on the date above first written and the said granting corporation has caused its seal to be hereunto affixed and by these presents to be subscribed by its duly authorized officers on this 22nd day of March, in the year of our Lord One Thousand Nine Hundred and Seventy-nine and the Two Hundred Year of the Sovereignty and Independence of the United States of America.

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