by said Mayor and City Council of Baltimore, being as follows:

Enactment of the exchange of land.

Beginning for the same on the north side of Eastern avenue, at the distance of two hundred and seventy feet easterly from the intersection of the north side of Eastern avenue with the west side of Twenty-fifth street, said west side of Twenty-fifth street being also the division line between the land belonging to the Mayor and City Council of Baltimore and the land of the Canton Company of Baltimore; and running thence binding on the west side of Twenty-sixth street north three degrees west four hundred and eighty-seven feet; thence north eighty-seven degrees and five minutes east thirty feet; thence north three degrees west two hundred and thirteen feet; thence north eighty-seven degrees and five minutes east thirty feet to the east side of Twenty-sixth street; thence along the east side of Twenty-sixth street south three degrees east seven hundred feet to the north side of Eastern avenue, and thence binding on the north side of Eastern avenue, south eighty-seven degrees and five minutes west sixty feet to the beginning.

The courses in the above description are referred to the true meridian.

And the agreement to be entered into, as aforesaid, shall contain substantially the provisions following, that is to say:

Provision agreement as to use of land.

First—That the part of the bed of Twenty-sixth street above described shall for all time hereafter, unless the rights and privileges acquired by the party of the second

Provision agreement as to use of land.

part hereto shall be relinquished by the said party of the second part, in the manner hereinafter expressly provided, be left open by said party of the first part for use as a roadway, and the said party of the first part does hereby grant unto the said party of the second part the right and privilege of using the said parcel of ground (unless and until such right shall be expressly relinquished, as aforesaid) in any manner in which a roadway may properly be used, reserving to the party of the first part the right to lay a track or tracks on or across said street, either at grade or above or below grade, and to use the same for the purpose of conveying cars with the aid of steam or other motive power.

Second—That the said party of the second part shall, within three months from the execution and recording of this agreement, commence to grade the said parcel of ground throughout its full length and width, in conformity to the grades established by the Canton Company of Baltimore, for use as a roadway, and having so graded it shall then proceed to macadamize twenty-four feet of the width thereof throughout its entire length, and when said work of grading and paving shall have been begun, it shall proceed to completion without unnecessary delay.

Third—That the aforesaid road, when so graded and paved, shall be so maintained in reasonably good condition so long as the party of the second part desires the use thereof as a roadway, as aforesaid, but that the said party of the second part shall have