

STATE OF SOUTH CAROLINA 0
 COUNTY OF GREENVILLE 0

A G R E E M E N T

WHEREAS, the undersigned James B. Bishop and Mary S. Bishop, own a lot of land on the South-west corner of the intersection of Buncombe and Echols Streets in the City of Greenville, fronting 40 feet on Buncombe Street, and ,

WHEREAS, we have a brick building on the corner portion of the lot fronting approximately 19 feet on Buncombe Street, and ,

WHEREAS, we now plan to construct another brick building fronting on Buncombe Street on the remaining 21 feet of said lot, and ,

WHEREAS, the City of Greenville under its setback and Zoning Ordinance has established a setback line 9 feet, 9 inches in width on the South side of Buncombe Street, and we are agreeable to conforming to the setback line when it is desired to widen Buncombe Street, but in the meantime we wish to construct a building with the front in line with the present building, and we agree to remove the said building so constructed without cost to the City in the event of such widening,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises and the sum of \$1.00 to us in hand paid by the City of Greenville, S. C., the receipt whereof is hereby acknowledged, we, James B. Bishop and Mary S. Bishop, do hereby covenant, grant or convey to the City of Greenville, S. C., its successors and assigns, the right to require the removal of the building to be constructed back to the setback line without cost to the City of Greenville, its successors or assigns; and if we fail to do so, the City, County or State may remove the building at our cost and expense, which shall be charged as a lien against the property.

This covenant and agreement shall bind said property and be a covenant running with the land, and shall bind us, our heirs, executors, administrators or assigns.

If we neglect to remove the building back to the setback line after thirty days written notice to do so, then the City, State or County is authorized to so remove said building at our expense and charge the same against us and the property.

This agreement does not relieve the City, State or County using said 9 feet and 9 inches from making proper compensation to us, our heirs and assigns for the strip of land or any portion thereof so taken for said widening purposes.

IN WITNESS WHEREOF, we have hereunto set our Hands and Seals this 19th day of September 1945.

In the presence of:

W. H. Arnold

Charlotte Stevenson

James B. Bishop (LS)

Mary S. Bishop (LS)

No Stamps

STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE

Personally appeared before me W. H. Arnold and made oath that he saw the within named James B. Bishop and Mary S. Bishop sign, seal and as their act and deed, deliver the foregoing written agreement, and that he with Charlotte Stevenson witnessed the execution thereof.

W. H. Arnold

Sworn to before me this

19th day of September 1945.

Charlotte Stevenson (L.S.)

Notary Public for S. C.