

3. Continued

compensation for any portion of the land taken owned by said Greenville Memorial Auditorium Board.

4. That the said Greenville Memorial Auditorium Board agrees that if it fails to demolish said portion of the building encroaching as above set forth, that same may be done by the City and the expense thereof to be borne by the said Greenville Memorial Auditorium Board, and the said Greenville Memorial Auditorium Board waives all rights which it now or hereafter may have on account of the demolition of that portion of the building within the said 50 foot setback area.

5. That this Agreement is to be binding upon the said Greenville Memorial Auditorium Board, its successors and Assigns, and any rights acquired by the City hereunder may be shared either in whole or in part by any governmental agency having the power of condemnation.

IN WITNESS WHEREOF, the parties have hereunto set their Hands and Seals at Greenville, S. C., this the 2nd day of November, 1964.

In the presence of:

John E. B. Bates
George D. Poore

GREENVILLE MEMORIAL AUDITORIUM BOARD
by: John F. Drake (SEAL)
Chairman, Board of Directors

BOARD OF ADJUSTMENT OF THE CITY OF
GREENVILLE, S. C. (SEAL)
by: Edward R. Hamer
Chairman, Board of Adjustment

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PERSONALLY APPEARED before me John E. B. Bates and made oath that he saw the within named Greenville Memorial Auditorium Board by its duly authorized officer, John F. Drake, Chairman, and the Chairman of the Board of Adjustment of the City of Greenville, S. C., its duly authorized officer, Edward H. Hamer, sign, seal with their corporate Seals, and as the act and deed of said corporations deliver the within written Agreement, and that he with George D. Poore witnessed the execution thereof.

SWORN to before me this 2 day of November, 1964.

Brenda M. Brown (LS)
Notary Public for South Carolina

John E. B. Bates

Recorded November 5th., 1964 At 9:30 A.M. # 13456