

paying just compensation for any portion of the land taken owned by said Insurance Company.

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

5. That this Agreement is to be binding upon the said Canal Insurance Company, 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 16TH day of SEPTEMBER, 1955.

In the Presence of:
Carolyn White
Catherine Francis

CANAL INSURANCE COMPANY, A CORP. (SEAL)
By: W. R. Timmons, Jr.

CITY OF GREENVILLE, S. C. (SEAL)
By: Gerald W. Shaw

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

City Manager
(AUTHORIZED BY CITY COUNCIL, SEPT. 6, 1955)
PROBATE

PERSONALLY APPEARED before me Catherine Francis and made oath that she saw the within named Canal Insurance Company by its duly authorized officer W. R. Timmons, Jr. and the City of Greenville, S. C., by its duly authorized officer Gerald W. Shaw, City Manager, sign, seal with their corporate Seals, and as the act and deed of said corporations deliver the within written Agreement, and that she with Carolyn White witnessed the execution thereof.

16th SWORN TO before me this Catherine Francis
day of September, 1955.
Carolyn White (L.S.)
Notary Public for South Carolina