

STATE OF SOUTH CAROLINA )

26507

COUNTY OF GREENVILLE )

PLANNING AND ZONING  
R.M.C.

AGREEMENT

BOOK

490

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WHEREAS, THE UNDERSIGNED IS THE OWNER OF A LOT OF LAND IN THE CITY OF GREENVILLE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

*Island between East & West entrances of West Plaza from Augusta Street, in Lewis Plaza*

WHEREAS, THE UNDERSIGNED DESIRES TO PLACE CERTAIN IMPROVEMENTS ON SAID LOT, AND

WHEREAS, UNDER THE PLANNING AND ZONING ORDINANCES OF THE CITY OF GREENVILLE, THERE IS ESTABLISHED A BUILDING SETBACK LINE ON BOTH SIDES OF Augusta Street STREET MEASURING 50 FEET FROM THE CENTER LINE OF SAID STREET, OR A TOTAL WIDTH OF 100 FEET, AND

WHEREAS, THE IMPROVEMENTS CONTEMPLATED BY THE UNDERSIGNED WILL PARTIALLY BE WITHIN THE BUILDING SETBACK LINE AREA,

NOW, THEREFORE, THE UNDERSIGNED, IN CONSIDERATION OF THE SUM OF ONE AND NO/100 (\$1.00) DOLLAR TO HIM (~~HER OR IT~~) IN HAND PAID BY THE CITY OF GREENVILLE, S. C., AGREES THAT IF AND WHEN THE ABOVE MENTIONED STREET IS WIDENED TO REMOVE WITHOUT COST TO SAID CITY ANY PORTION OF THE IMPROVEMENTS WHICH MAY BE WITHIN THE BUILDING SETBACK LINE AREA.

THE UNDERSIGNED DOES FURTHER COVENANT AND AGREE WITH SAID CITY THAT IF THE UNDERSIGNED SHOULD FAIL TO REMOVE THAT PORTION OF SAID IMPROVEMENTS WITHIN SAID BUILDING SETBACK LINE AREA WITHIN A SPACE OF THIRTY (30) DAYS AFTER WRITTEN NOTICE TO SO REMOVE, THEN THE SAID CITY MAY REMOVE SAME, AND CHARGE THE REASONABLE COST OF SUCH REMOVAL AGAINST THE UNDERSIGNED AND SAID COST SHALL ALSO CONSTITUTE A LIEN AGAINST THE REAL ESTATE ABOVE DESCRIBED. THIS AGREEMENT SHALL BIND THE UNDERSIGNED AND THE ABOVE DESCRIBED PROPERTY, AND SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND.

THIS AGREEMENT SHALL ENURE TO THE BENEFIT OF THE STATE OF SOUTH CAROLINA OR THE UNITED STATES OF AMERICA OR ANY OTHER GOVERNMENTAL BODY OR AGENCY THAT MAY UNDERTAKE THE WIDENING OF THE ABOVE REFERRED TO STREET.

THIS AGREEMENT DOES NOT RELIEVE SAID CITY OR ANY OTHER GOVERNMENT THAT MAY WIDEN SAID STREET FROM COMPENSATING THE UNDERSIGNED FOR ANY PORTION OF THE ABOVE LAND TAKEN FOR STREET PURPOSES, PROVIDED IT IS DETERMINED THAT THE UNDERSIGNED IS ENTITLED TO COMPENSATION FOR THE PORTION BEING TAKEN. THIS PARAGRAPH SHALL APPLY ONLY TO THE LAND WITHIN THE BUILDING SETBACK AREA, AND NOT TO ANY PORTION OF ANY BUILDING OR IMPROVEMENTS THEREON.

THE SAID CITY OR OTHER GOVERNMENTAL AGENCY SHALL HAVE THE SOLE RIGHT TO DETERMINE WHEN IT MAY BE NECESSARY TO WIDEN THE ABOVE MENTIONED STREET.

IN WITNESS WHEREOF THE UNDERSIGNED HAS HEREUNTO SET HIS (~~HER OR ITS~~) HAND AND SEAL THIS 4<sup>th</sup> DAY OF Dec, 1953.

IN THE PRESENCE OF:

James H. Simkins  
Gene B. Roy

Lewis Plaza Inc. (SEA.)  
By Calvin F. Deane, Treas.