

- (b) the death of James E. Darby; or  
 (c) request for removal by the owners of Lot 354;

4. That the removal of said encroachments, when requested, will be the responsibility of the encroaching party, her heirs or assigns, and all expenses incident thereto will be borne by said party. In addition, said encroachments shall be removed within a reasonable amount of time once the request for removal has been received by the encroaching party;

5. That upon the removal of said encroachments, the property on which said encroachments exist shall be left in a condition comparable to that portion of Lot 354 immediately adjoining the encroachment area;

6. That the terms and conditions of this Agreement shall inure to and be binding upon the heirs and assigns of the parties hereto.

WITNESS our hands and seals this 10. day of August, 1984.

IN THE PRESENCE OF:

Ariana C. Ferguson  
J. Lang Luff

Ariana C. Ferguson  
J. Lang Luff

Chester W. Taylor  
 CHESTER W. TAYLOR

Margaret E. Taylor  
 MARGARET E. TAYLOR  
 Owners of Lot 354

Evelyn T. Darby  
 EVELYN T. DARBY  
 Owner of Lot 355

James E. Darby  
 JAMES E. DARBY