

STATE OF SOUTH CAROLINA)
) AGREEMENT TO ESTABLISH A
 COUNTY OF GREENVILLE) PARTYWALL

THIS AGREEMENT made and entered into by and between DOUGLAS E. KENNEMORE, and ELOISE K. BRYSON, herein called "Sellers", and BARRY J. PHILLIPS, herein called "Buyer".

WHEREAS, the Sellers have on this date conveyed to the Buyer a certain tract of land upon which certain commercial buildings are located, lying at the northeastern corner of the intersection of McPherson Lane with Augusta Road, in the City of Greenville, South Carolina, as shown on a plat of the Property of Barry J. Phillips made by Dalton & Neves Company, Inc., Engineers, dated August, 1984, recorded in the RMC Office for Greenville County, S. C., in Plat Book 10W, page 87.

WHEREAS, the Sellers have and now retain ownership of property lying east of the property sold to the Buyer; and,

WHEREAS, a certain 13-inch masonry wall of a building located on property of the Buyer adjoins a building located on property retained by the Sellers and forms a common wall and boundary between the properties of the Buyer and the Sellers, which wall is designated on the above mentioned plat appearing of record in Plat Book 10W, page 87, as N. 40-44 E., approximately 105.1 feet, lying 29.2 feet N. 40-44 E., off the northern side of Augusta Road, which wall is hereinafter designated as "partywall".

NOW, THEREFORE, for and as a part of the consideration for the sale of the above mentioned property by the Sellers to the Buyer, the receipt and sufficiency whereof is hereby fully acknowledged, the Sellers and Buyer do hereby, on behalf of themselves, their heirs, assigns, executors and administrators, covenant and agree as follows:

1. The partywall above identified shall be and is hereby created as a partywall between the two buildings and properties of the Buyer and the Sellers and the parties shall have the right to use and enjoy the same jointly. Neither party shall extend such wall or any structures supported by such wall which will impair its strength or injure the foundations of the buildings.

2. In the event it becomes necessary or desirable to repair or rebuild the whole or any part of the partywall, the expense of the same shall be borne equally by the parties or the heirs and assigns of the parties who shall use the same at the time of repair or rebuilding in proportion to the extent of their use. Any repairing or rebuilding of the partywall shall be at the same location and of the same size as the original partywall or portion thereof and of the same or similar material and of the same quality as that used in the original partywall or portion thereof.

3. In the event that such partywall shall be damaged or destroyed by the default, negligence or other act or omission of any one of the parties, their heirs and assigns, such party shall rebuild or repair the wall and shall compensate the other party for any damages to the property of the other party.

4. Neither party shall remove the partwall or use the partywall in such manner which will undermine the support thereof for the respective buildings of the parties.

5. Any party repairing the partywall pursuant to the terms of this agreement shall have the right to enter upon the property of the other party to the extent reasonably necessary for the performance of the work, provided that such party shall