

1182

(2) The Town of Simpsonville has heretofore agreed to take reasonable precautions to avoid any interference with the encroachment of said driveway during the course of any repairs or maintenance of the sewer line, it being clearly understood, however, that additional costs for hand work, as opposed to machine work, shall be paid by the property owner, as stated in the aforesaid Agreement.

(3) This Agreement shall run with the land and shall be binding upon the undersigned and their heirs and assigns, and shall be recorded in the R.M.C. Office for Greenville County, South Carolina. We specifically agree, warrant and acknowledge to hold the Town of Simpsonville, The Bankers Life, Cross and Gault Attorneys, and/or Investors Title Insurance Company harmless from any claims, damages, demands, lawsuits or liability by reason of said driveway being located on the sewer right-of-way. The purpose of this Agreement is to induce Cross and Gault Attorneys and/or Investors Title Insurance Company to certify title and issue title insurance in favor of The Bankers Life, FHA Loan No. 461-187399-2035.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17th day of February, 1983.

*Charlie Ray Farrow*  
WITNESS

*Stephen J. Cuzzone* (SEAL)  
*Patricia A. Cuzzone* (SEAL)

\*\*\*\*\*

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

LEGATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Stephen J. Cuzzone and Patricia A. Cuzzone sign, seal and as their act and deed, deliver the within Agreement, and that (s)he with the other witness described witnessed the execution thereof.

SWORN to before me this 17th day of February, 1983.

*Charlie Ray Farrow*  
Notary Public for South Carolina  
My Commission Expires: 12/31/83

4325 RV-21