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STATE OF SOUTH CAROLINA)
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COUNTY OF GREENVILLE) AGREEMENT

THIS AGREEMENT entered into this 11th day of July, 1983, by and between the City of Mauldin, a South Carolina municipal corporation, party of the first part, hereinafter referred to as "City", and William A. Law and Kathleen M. Law, of Greenville County, South Carolina, parties of the second part, hereinafter referred to as "Laws",

WITNESSETH:

WHEREAS, the Laws are the owners of a house and lot located on the southern side of Pine Straw Way in the City of Mauldin, Greenville County, South Carolina, being shown and designated as Lot No. 88 on a plat of Forrester Woods, Section II, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book 4X, page 64, which, as a result of a recent survey made by Freeland and Associates, Engineers, dated June 30, 1983, indicates that the house on said lot encroaches upon a ten foot sanitary sewer easement and pipe owned by the City,

WHEREAS, the encroachment of the house on said sewer easement and line presents certain legal problems which the City and the Laws wish to resolve under the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and in further consideration of the sum of one dollar (\$1.00) in hand paid by Laws to the City, the parties to this Agreement covenant and agree as follows:

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1. The City hereby grants to the Laws, their heirs and assigns, easement in perpetuity for the house on the above described property to encroach upon and rest over the sewer pipe and ten foot sanitary sewer easement running through said property owned by the City, in order that the Laws shall be under no obligation to remove, and the City shall have no right to remove, the house over said sanitary sewer easement.
2. In the event that it should become necessary to enter upon the property for the purposes of repairing, servicing and maintaining the sewer line located within said easement (a manhole, for which sewer line is located on the front of said property and at the back thereof), the City will endeavor to maintain and repair the same without disturbing the house located over said sewer line. In the event that said sewer line cannot be repaired or maintained or serviced except by going through that portion of the house over said sewer line and damaging the same in order that it must be repaired, then the City will, at City's exclusive expense, re-route and relocate the sanitary sewer line in order that it will not run under the house located on the property.
3. In the event that the City should re-route said sewer line, the City will terminate and relinquish its existing easement and the Laws will execute and deliver to the City for no consideration a right of way

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