

STATE OF SOUTH CAROLINA)
 :
 COUNTY OF GREENVILLE) AGREEMENT

WHEREAS, Taylor's Fire and Sewer District was heretofore granted a sewer right of way over that certain lot known and designated as Lot No. 12 on plat of Lee East, such right of way being shown on plat designated as "Property of Tomi Lynn Fish", dated 29 May 1979, and being attached hereto and made a part of this Agreement, and

WHEREAS, in the construction of a dwelling on said lot such dwelling was so constructed that it encroaches into said right of way as shown on the attached plat, and

WHEREAS, Tomi Lynn Fish is desirous of keeping and maintaining said dwelling in its present location and both parties desire that the rights be defined.

NOW, THEREFORE, for and in consideration of the mutual covenants herein expressed and the further sum of Ten and No/100 (\$10.00) Dollars paid by Tomi Lynn Fish to Taylor's Fire and Sewer District, the receipt whereof is hereby acknowledged, the parties hereto do agree as follows:

(1) That Taylor's Fire and Sewer District does hereby give to Tomi Lynn Fish, her heirs and assigns, a license to allow and permit the building constructed on Lot No. 12, Lee East, to remain in its present position. Provided, however, that should it hereafter be necessary or desirable that maintenance or repairs be made to the sewer line, Taylor's Fire and Sewer District, or its successors, shall not be responsible for any damage or liability to Tomi Lynn Fish, her heirs or assigns, by reason of the location of the building within the right of way, and should any repairs or modification of said sewer line be hereafter carried out by Taylor's Fire and Sewer District, Tomi Lynn Fish, her heirs and assigns, shall be responsible for any additional costs incurred by reason of the encroachment of the dwelling into said right of way.

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