

GREENVILLE

1187-959

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) AGREEMENT AS TO PARTY WALL AND SPRINKLER SYSTEM

THIS AGREEMENT, made and entered into this 6 day of May, 1983, by and between Ernest Eugene Oeland and Mildred O. Simpson as Trustees, under Agreement with Paul J. Oeland, Sr., dated November 18, 1966, herein called "Seller", and Robert G. Highley, herein called "Buyer",

WITNESSETH

WHEREAS, Sellers have on this date sold and conveyed to Buyer, the property known as a portion of Lot 8 and Lot 7 on the northeastern side of Oeland Drive, in the City of Greenville, South Carolina, as shown on the plat made by Jones Engineering Service, dated April 25, 1983, a copy of which is attached hereto, marked "Exhibit A", incorporated herein by reference and made a part hereof as though fully set forth, upon which is situate a building which shares a common party wall with the remaining portion of Lot 8 retained by the Sellers, and a sprinkler system with common pipes and apparatus which also serves the building lying south of the property sold to the Buyer, retained by Seller, and the Seller and Buyer wish to establish under the terms of this Agreement their respective rights and liabilities with respect to the same.

AS A PART of the consideration of the sale of the above described property by the Seller to the Buyer and of the mutual covenants herein contained, the Seller and the Buyer, on behalf of themselves, their heirs, assigns, successors, executors, administrators, covenant and agree as follows:

1.

Each of the parties shall use the party wall separating property sold by the Sellers to the Buyer from property lying south of said property, retained by Sellers, for common usage as a wall and support of both buildings. Each of the parties grants unto the other an easement to use the whole of said party wall for such purposes. Said party wall will be removed and torn down only upon the mutual consent of both parties. Both the Buyer and the Seller agree to maintain and keep in a good state of repair and condition said party wall and to share in all cost of the common maintenance and repair of the same. The rights of either the Buyer or Seller in and to that portion of the party wall located on the property of the other (the boundary line of the respective properties of the Buyer and the Seller being the center line of said party wall), shall upon request, be subordinated to the lien of any Mortgage placed upon the premises by such other property, but without diminution of the rights of either party to continue to use said party wall for the support of his respective building.

2.

The parties to this Agreement agree to use in common a dry operated sprinkler system which serves the property sold by Seller to Buyer and property lying south of the same, retained by Buyer, upon which two buildings are located, of approximately equal size. The parties covenant and agree to share equally in all expenses connected with the maintenance and repair, including replacement parts of said sprinkler system and all apparatus connected therewith, whether located on the property of the Buyer or the Seller. Neither party shall discontinue the use of said sprinkler system nor remove the same without the consent of the other party.

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THE COVENANTS contained in this Agreement shall be deemed Covenants running with the land binding upon the Buyer and the Seller, and their successors entitled in and to the respective properties, the subject of this Agreement.

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IN WITNESS WHEREOF, the Seller and Buyer cause this Agreement to be executed this 6 day of May, 1983.

IN THE PRESENCE OF:

4.00CD

W. C. ...
(WITNESS)

Robert G. Highley
(WITNESS)

Ernest Eugene Oeland
Ernest Eugene Oeland, Trustee

Mildred O. Simpson
Mildred O. Simpson, Trustee