

any mortgage holder thirty days prior to the commencement of such action.

8. This instrument is to be recorded and shall be binding on all persons owning or purchasing real estate in the area described in Paragraph 3 hereof and shall be binding on all subsequent owners of said real estate or any person or firms claiming a lien thereon or interest therein.

9. In the event the real estate described in Paragraph 3 is ever offered the opportunity to come into the City of Mauldin, then it is agreed that said property shall forthwith be annexed to and become a part of the City of Mauldin and the property owners will sign any necessary documents to accomplish said annexation. The said property owners further agree not to become a part of any public service or special district for sewer service purposes. Any breach of this paragraph shall entitle the City of Mauldin to discontinue sewer service to said area.

10. It is understood that the owner or persons desiring to connect to the sewer system must obtain the consent or approval of any other governmental agency having jurisdiction including the Western Carolina Regional Sewer Authority.

11. In addition to the other remedies for collection of the annual charge, the City of Mauldin shall have the right to disconnect and discontinue sewer service to any user who fails to pay the annual charge as herein provided.

12. Edward H. Hembree Builders, Inc., joins in the execution of this Agreement by reason of the fact that it has title to some of said lots.

IN WITNESS WHEREOF the Parties hereto have caused this instrument to be executed by their duly authorized officials this date first above written.

IN THE PRESENCE OF:

Leta P. Armstrong
Joyce S. Boyer

Edward H. Hembree
EDWARD H. HEMBREE

EDWARD H. HEMBREE BUILDERS, INC.,

BY: Edward H. Hembree

AND _____

IN THE PRESENCE OF:

Sileen J. Barrett
Franklin E. Mitchell

CITY OF MAULDIN

BY: Harold W. Hopkins
Mayor

AND: Dwight T. Turner
City Administrator

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