

FILED
S.C.
1979
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) SANITARY SEWER FLOW AGREEMENT

THIS AGREEMENT entered into this 29th day of June, 1979, by and between Carl H. Vanvick, Jr. and Marilyn F. Vanvick, James E. Young and Glenda H. Young, and Chanticleer Real Estate, Inc.

WITNESSETH

WHEREAS, Carl H. Vanvick, Jr. and Marilyn F. Vanvick are the owners of Lot #221 in the Chanticleer sub-division, more particularly described on the tax maps for Greenville County as Lot #222 in Block 1, Sheet WG 1.3; and

WHEREAS, James E. Young and Glenda H. Young are the owners of Lot #222 in the Chanticleer sub-division, more particularly described according to the tax maps for Greenville County as Lot #223, Block 1, Sheet WG 1.3; and

WHEREAS, Chanticleer Real Estate, Inc. is the owner of Lot #223 in the Chanticleer sub-division, more particularly described according to the tax maps for Greenville County as Lot #224, Block 1, Sheet WG 1.3; and

WHEREAS, a sewer spur line is now located and in operation across the rear of the lots named above for the benefit of each of these lots and terminates on Lot #221; and

WHEREAS, the parties hereto desire to enter into an agreement to protect the parties rights to use said sanitary sewer line,

NOW, THEREFORE, the parties mutually agree and covenant as follows:

1. That there shall be established a "flow easement" on each of the lots running in favor of each of the other lots to allow sewage to flow through the sewer line presently located on the lots. This flow easement shall be restricted to the right to flow sewage through the sewer line and shall create no other license or easement.
2. That each of the parties hereto agrees to keep that portion of the sewer line which is on its lot in good repair and free from obstruction.
3. That any party will be released from this agreement if, and only if, that party grants to the Gantt Sewer, Police and Fire District, or its successor, an easement for the maintenance of said sewer line and the Gantt Sewer Police and Fire District, or its successor, accepts said easement and agrees to perform the maintenance on the line.
4. That this agreement shall run with the land and be binding on the parties hereto, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal.

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