

(2) Taylors Fire and Sewer District will take reasonable precautions to avoid any interference with the encroachment of said building during the course of any repairs or maintenance of the sewer line, it being clearly understood, however, that additional costs for hand work, as opposed to machine work, shall be paid by the property owner.

(3) The within is the identical property heretofore conveyed to William Harry Howard by deed of John S. Lewis, Jr., dated 8 August 1980, recorded 8 August 1980, RMC Office for Greenville County, South Carolina, in Deed Book 1130, at Page 780.

(4) Fidelity Federal Savings and Loan Association holds a mortgage over the subject property, which mortgage is recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1510, at Page 396, and hereby consents to the within Agreement.

(5) This Agreement shall run with the land and shall be binding upon William Harry Howard, his heirs and assigns, and shall be recorded in the RMC Office for Greenville County, South Carolina prior to any conveyance of Lot No. 227, Peppertree, Section 2 by William Harry Howard.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this the 10th day of ^{September}~~August~~, 1980.

WITNESSES:

John D. Griffith

Thyllia B. McLeod
(As to Howard)

Amie C. Yates

Donald R. H. Alish
(As to Fidelity)

Frances H. Crain

Sho B. Sousta
(As to Taylors)

William Harry Howard (SEAL)
WILLIAM HARRY HOWARD

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Harold Thomas (SEAL)
ATP

TAYLORS FIRE AND SEWER DISTRICT
BY: Lucie W. Stamp (SEAL)
Chairman

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