

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

## AGREEMENT.

THIS AGREEMENT, made in duplicate, this 28th day of May, 1946, between Sarah D. Spann and Olin H. Spann, of Greenville, South Carolina, hereinafter referred to as the parties of the first part and H. C. Helgerson, of Greenville, South Carolina, hereinafter referred to as the party of the second part, WITNESSETH:-

WHEREAS, the said parties of the first part are the owners of a certain tract of land and a home in Greenville County, State of South Carolina, located on the Pelham Road approximately four (4) miles from Gifford's Store on the Old Spartanburg Road and the party of the second part is the owner of a certain tract of land and a home in said County and State located on the Old Spartanburg Highway about two and one-half ( $2\frac{1}{2}$ ) miles from said Gifford's Store.

WHEREAS, in August, 1944, the said parties of the first part had a telephone line constructed from a point at or near Gifford's Store, located at the intersection of the Bypass Highway and the Old Spartanburg Road to the home of the said parties of the first part, said home being on the Pelham Road, and approximately four (4) miles distant from the said Gifford's Store. That the cost of the construction of said telephone line was One Thousand Eighteen and 11/100 (\$1018.11) Dollars and said cost was paid by the said parties of the first part and since that date the said parties of the first part have maintained and paid for the upkeep and repair of said telephone line. That it is the desire and intention of the parties of the first part to continue the maintenance and upkeep of the said telephone line so long as they deem same advisable and necessary.

WHEREAS, the party of the second part is desirous of tapping on to the said telephone line at a point on the Old Spartanburg Road approximately two and one-half ( $2\frac{1}{2}$ ) miles from the said Gifford's Store for the sole purpose of installing and maintaining a telephone in the home of the said party of the second part. Said telephone is to be for the sole use and benefit of the said party. The parties of the first part are willing to allow the said party of the second part to tap on to said line on the terms and conditions hereinafter mutually agreed upon.

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:-

(1) That in consideration of the sum of Three Hundred Eighteen and 15/100 (\$318.15) Dollars in hand paid to the parties of the first part, at and before the signing and sealing of this agreement, said sum being paid by the party of the second part, (receipt of which is hereby acknowledged) the said parties of the first part agree to allow the party of the second part to tap on to said telephone line at a point approximately two and one-half ( $2\frac{1}{2}$ ) miles from the said Gifford's Store for the sole purpose of allowing the said party of the second part to install and maintain a telephone in the home of the said party of the second part.

(2) The Party of the second part further agrees to pay one-half ( $1/2$ ) of all the cost of repairs, upkeep and maintenance of the said telephone line between Gifford's Store and a point near the premises of the party of the second part where said second party taps on to the telephone line. And the party of the second part agrees to continue paying for such portion of the maintenance of this line so long as this agreement is in effect and so long as such upkeep and maintenance is necessary for the use of the said telephone line by the parties hereto.

(3) It is further agreed by the parties hereto that they shall not allow or permit any other party or parties to tap on to or use said telephone line as long as this agreement is in effect and said telephone line shall be maintained and used exclusively for the use and benefit of the parties hereto.

(4) It is further agreed by the parties hereto that they shall not sell, transfer, or assign their right in the use of the said telephone line to any other parties whomsoever so long as this agreement shall remain in full force and effect.

(5) It is expressly agreed by the parties hereto that this is not a covenant running with the premises of the party of the second part but is purely a personal agreement between the parties hereto and in the case of the sale of said premises by the party of the second