

AGREEMENT made the 18th day of November, 1963 between UNION CARBIDE CORPORATION, a New York corporation (hereinafter called "Carbide"), whose address is P. O. Box 5928, Greenville, South Carolina, and MAULDIN-SIMPSONVILLE-FOUNTAIN INN WATER DISTRICT (hereinafter called "Water District"), 127 Hedge Street, Simpsonville, South Carolina,

W I T N E S S E T H :

In consideration of the mutual and dependent promises hereinafter set forth, the parties hereto hereby agree as follows:

1. Carbide does hereby grant, bargain, sell, assign, transfer, set over and convey unto Water District all right, title and interest of Carbide in and to a certain ten-inch cast iron water line running from the intersection of South Carolina Highway No. 14 and South Carolina Highway No. 140 a distance of 5,250 feet to a point where such line joins a sixteen-inch line along the right of way of frontage road on East side of U. S. Highway 276 and a sixteen-inch cast iron water line 2,679 feet in length running from such point to the plant of Union Carbide Corporation located on U. S. Highway 276 to a point on such right of way where a line from the Union Carbide Plant site connects with such sixteen-inch cast iron line, along with all valves and other appurtenances on such line, including all easements and rights of way to such lines.

2. Water District does hereby agree to pay to Carbide Thirty-nine thousand one hundred one and 25/100 dollars (\$39,101.25) in full payment for the rights hereinabove sold by Carbide within sixty (60) days after the close of the first twelve-month period hereafter occurring when the total water charge payments made by Carbide or other users of the above line to the Water District shall have during such period aggregated Three thousand nine hundred ten and 12/100 dollars (\$3,910.12) or more.

IN WITNESS WHEREOF, the parties hereto, have duly executed this

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