

ORIGINAL

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STATE OF SOUTH CAROLINA)
) FILED
) GREENVILLE CO. S. C.
COUNTY OF GREENVILLE)
) FEB 23 26 PM '83
) DONNIE TANNERSLEY

THIS AGREEMENT is made and entered into by and between Berea Public Service District, hereinafter referred to as "DISTRICT", and J. H. Thornton, hereinafter called "THORNTON":

W I T N E S S E T H:

WHEREAS, heretofore in October, 1969, the District installed a sewer line crossing Thornton's property (fronting on White Horse Road and Lakeridge Drive, being more fully described on Greenville County tax sheets as Lot No. B-6-1-18) which line gave access for service to Thornton's property and house and to Thornton's neighbor's property, Dr. C. E. Graddick, said line being across approximately two hundred eighty-nine (289') feet across Thornton's property, and a depth of approximately five (5') feet; and

WHEREAS, this line has recently been having problems which the District has agreed to correct; and

WHEREAS, it is the intention of the parties to have an agreement and understanding as to access to the line and as to maintenance of the line.

NOW, THEREFORE, for and in consideration of the sum of (one and 00/100ths (\$1.00) Dollar, the receipt and sufficiency of which is hereby acknowledged, and the terms and conditions of this agreement, it is agreed as follows:

The District shall have the right and privilege of entering upon the property of Thornton to maintain and operate this line in its present location including the right to keep said lines clear of any obstructions which might endanger or injure the line or which interfere with the line being properly used and maintained; provided that the failure of the District to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time.

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