

February 28, 1967

Mr. Adrian Rashley
42 North Garden Circle
Greenville, S. C.

Re. Sewer Service - Lot 3 North Garden Circle

Dear Mr. Rashley:

Pursuant to our recent discussion, we are hereby stipulating the following conditions for your protection in regard to the sewer right of way:

1. In the event either of the two trees nearest the center of the sewer line should be removed, or should die within three months after the sewer installation, as the result of said installation, the grantee agrees to pay the grantors \$100.00 for the loss of each of said trees. The grantee's liability shall not exceed a total of \$200.00.
2. Once construction is begun the grantee shall proceed continuously, excepting days of bad weather, until all work is completed on the grantors' property. Immediately after completion of construction and installation of the sewer line, the grantee shall with reasonable care restore the property to the same condition as at the beginning of construction.
3. The City shall not at any time charge the grantors any tapping fee for sewer service to this property.

We are stipulating these conditions as a consideration for the granting of the right of way to the City. It is understood that the conditions of this letter are incorporated into and made a part of the right of way agreement.

Very truly yours,

W. H. Arnold, City Attorney.

WHA:E

Right of Way Recorded April 25th., 1967 At 9:30 A.M. # 25724