

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

CONTRACT

This covenant and agreement is entered into this the 29th day of January, 1940, by and between the Commission of Public Works, Greer, South Carolina, by its duly authorized Superintendent, O. T. Lawing, hereinafter known as party of the first part, and Victor Monaghan Company, a corporation, by its duly authorized officers, to be hereafter designated as party of the second part, witnesseth:

The party of the first part covenants and agrees to supply all necessary labor to build and construct a sanitary sewer line throughout the village of Victor Mill, owned by party of the second part, said labor to be without cost or charge to the party of the second part. The said labor, it is understood, is to be furnished the party of the first part by the Works Progress Administration. In consideration of supplying the said Works Progress Administration labor, or any other labor, for construction of said sewer lines, the party of the second part covenants and agrees to supply and deliver at Greer, South Carolina, all materials necessary for the construction and completion of said sanitary sewer lines, including necessary pipes, cement, sand, brick, man-hole rings and covers, and all other materials incidental and essential to the installation and construction of sanitary sewer lines. It is agreed that the party of the first part shall purchase these materials of first class quality and at competitive prices and that the party of the second part shall pay the party of the first part for the same from time to time upon presentation of the invoices by the party of the first part, and at invoices by the party of the first part, and at invoice prices. Also, the party of the second part agrees to pay one-half of the necessary and reasonable engineering cost on said sewer lines.

As an additional consideration for supplying labor for the construction of the sanitary sewer lines throughout the Victor Mill Village, the party of the second part does hereby grant unto the party of the first part all necessary and reasonable rights of ways through the said Victor Mill Village and property, for the purpose of maintaining its sewer lines in serving the Town of Greer. The party of the second part further agrees to pay for necessary materials to build a pumping station and to pay for two automatic sewage pumps which are to be used to raise the sewage from the Victor Mill Village from its present system to a new disposal plant now being built for the purpose of taking care of sewage from the Southwestern section of Greer, or that section lying South of the Southern Railway and the Victor Mill Plant and Village. The materials and equipment referred to in the preceding sentence to be of first class make and quality and guaranteed as to performance in accordance with approved engineering standards and to be purchased at competitive prices. The party of the second part also agrees to furnish electric power for the operation of the said pumps, and agrees to keep the said pumps in good condition at all times, it being understood that it is the duty of the party of the second part to deliver the sewage to the disposal plant of the party of the first part. As a consideration of the privilege granted the party of the second part to use the new disposal plant now under construction, the party of the second part covenants and agrees to pay unto the party of the first part one-third of the cost of all materials going into the construction of the said disposal plant, said payments to be made upon presentation of invoices.

It is understood and agreed that party of the first part is to maintain and keep in repair all sewer lines within the City Limits of Greer and all outfall lines to the disposal plant, and the party of the second part shall maintain and keep in repair all sewer lines within the Victor Mill Village.

The agreement by the party of the first part to take care of the sewage of the Victor Mill Village and Victor Plant by the facilities of the said disposal plant, covers the said Victor Mill Plant and Village as it exists today, and as shown on a blue print of the same made by the Harwood Beebe Company of Spartanburg, South Carolina, including the present Victor Mill Plant. Any major change by way of enlargement or expansion by Victor Monaghan Company, or its successors of Victor Mill Plant or Village with an accompanying increase of sewage, is not contemplated by the parties in this agreement, and any arrangement to handle a major increase of sewage shall be under a new agreement.

This agreement shall continue in full force and effect should the project herein mentioned by completed by labor supplied by the Works Progress Administration, and it is agreed that this contract cannot be altered or changed, except by additional instruments in writing, duly signed by the parties hereto or their authorized agents.

Signed, sealed and delivered in the presence of:

Flora J. White
C. R. Ballenger

The Commissioner of Public Works City of
Greer, South Carolina,
BY: O. T. Lawing, Supt.
Duly authorized Superintendent party of the
First Part.
Victor Monaghan Company,
BY: R. E. Henry, President.
Party of the first part.