

it will install a total of 1,500 feet of 6" cast iron water line on Vesper Circle and approximately 900 feet of 3" cast iron water line on Evening Way, along with all valves, fittings and appurtenances thereto, (as shown on a plat attached hereto) the Owner does further agree to, and by this instrument does convey, such lines to the Mauldin-Simpsonville-Fountain Inn Water District, its successors and assigns forever, along with all necessary valves, fittings and appurtenances. The Owner does warrant and agree that it is the sole owner of such lines, that no other party has any interest of any kind or nature therein, that such lines will be installed in accordance with the requirements of the District, that such lines, including the cost of installation, other than the installation of the line along White Drive, shall be fully paid for by the Owner and that the Owner has authority to convey such lines. The Owner further agrees to hold harmless the District from any suit, cause of action or loss of any kind or nature in connection with this conveyance other than loss due to the failure of some person to pay water bills.

TO HAVE AND TO HOLD, all and singular, the above-described water lines, valves, fittings and appurtenances, to Mauldin-Simpsonville-Fountain Inn Water District, its successors and assigns forever.

As part of this agreement and forming part of the consideration therefor, the Owner expressly agrees that no one will be allowed to tap any of the above-described lines without the express permission of the District, and it is understood and agreed that said lines are to be, when installation is completed according to the specifications of the District, the sole property of the District.

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