

The said City agrees to pay rent for the Fire Hydrants and Hydrants to the said Water Company at the rate of Forty Dollars for each Hydrant per year during the term of said franchise payments to be made Semi Annually The rent shall begin up on the completion of the work and shall be due and payable to the Water Company upon the first days of January and July of each year and for any additional Hydrants the sum of thirty dollars per Hydrant rental of same payable upon same terms as the others the Hydrant rental shall continue for the term of franchise unless sooner terminated by the purchase of said Works by said City The said City of Greenville shall if requested by the Water Company pay to the Guards of the Trustees of the Mortgage Bonds the amount of the Hydrant rentals due said Water Company Section X The fire Hydrants shall be used for the extinguishment of fire and for flushing Sewer Sinks and gutters only The flushing when done shall be done by a hose and nozzle and only when deemed necessary by City Council not more than two Hydrants shall be opened at any one time for that purpose and no one Hydrant shall be opened longer than thirty minutes in one week Flushing shall not be done during the existence of any fire and at no time without prior notice to the Water Company that in consideration of the said Water Company agreeing to furnish water to ~~supply~~ the Public Municipal buildings City Hall Office of Fire Department and Public Schools and also fire drinking fountains which will be provided and erected by said Water Company at their expense and supplied with such valves as Water Company may prefer The City of Greenville agrees to pay for said Water a sum equal to all license fees taxes dues and charges which may at any time hereafter be levied or assessed by said City against said Water Company Section XI The said Water Company shall extend its mains from time to time as said City Council may require and such extension shall be

less than six hydrants upon each mile of pipe The Water Company shall keep all hydrants in repair and they shall be under the charge of the Chief of the Fire Department who shall notify said Water Company in writing of any Hydrant out of order such Hydrant or Hydrants shall be promptly placed in good order by the Water Company Unless said Hydrant or Hydrants is repaired within ten days the rental of same shall cease until it is placed in good working order Section XII Any person injuring any property of the said Water Company in the City of Greenville or let on or turn off or use any water supplied by said Water Company without authority or hitch any animals to a fire Hydrant shall be liable upon conviction thereof to a fine in a sum not less than five dollars nor more than fifty for each and every such offence together with costs of prosecution Section XIII That the said Water Company its successors and assigns shall have the right to make reasonable rules and regulations for the government of Private Consumers in the use of the water and to charge such rates for its use providing they are not inconsistent with the provisions of this Ordinance Section XIV That the Council shall and they are hereby required to make provision each year for the payment of the sum due said Water Company by laying a tax sufficient for that purpose upon the taxable property of the City and in case said City shall not have sufficient funds at the time said payments are due warrants shall be issued on the City Treasurer in favor of said Company for the amount due Section XV Any failure to fulfill the conditions contained in the ordinance shall work a forfeiture of said franchise unless caused by unavoidable circumstances or continued for an unreasonable time Section XVI That the conditions of the ordinance shall be mutually binding upon the City of Greenville South Carolina and the American Pipe Manufacturing Company and the Water Works Company the Organization the Pipe Company are to procure and to be organized by them in pursuance of the provisions thereof and shall have the force and effect of a contract between the parties